

Dated _____ 2017

(1) THE SECRETARY OF STATE FOR JUSTICE

and

(2) BFS GROUP LIMITED T/A BIDVEST FOODSERVICE

which has its registered office at
Business Support Centre, 814 Leigh Road, Slough, SL1 4BD

CONTRACT FOR PRISONER AND NON-PRISONER FOOD SUPPLY

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THIS CONTRACT is made on

2017

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR JUSTICE** acting as part of the crown ("**the Authority**"); and
- (2) **BFS GROUP LIMITED T/A BIDVEST FOODSERVICE** a company registered in England and Wales under company number 239718 whose registered office is at 814 Leigh Road, Slough, SL1 4BD ("**the Contractor**")

(each a "**Party**" and together the "**Parties**").

INTRODUCTION

- (A) On February 25th 2016 the Authority advertised in the Official Journal of the European Union (reference 2016/S 039-063331), inviting prospective suppliers to submit proposals for the supply of food to public prisons, including some with outsourced catering, some immigration removal centres and some privately managed prisons, throughout England and Wales.
- (B) The Contractor is an experienced provider and/or procurer of goods and related services.
- (C) On the basis of the Contractor's response to the advertisement and a subsequent tender process, the Authority selected the Contractor as its preferred supplier and the Parties have agreed to contract with each other in accordance with the terms and conditions set out below.
- (D) The Authority is entering into the Contract on behalf of itself and for the use and benefit of Authorised Users.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule A (Definitions).
- 1.2 The interpretation and construction of the Contract shall be subject to the following provisions:
 - 1.2.1 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
 - 1.2.2 Words importing the masculine include the feminine and the neuter.
 - 1.2.3 References to:
 - (a) a "**Schedule**" is to the relevant schedule attached to these terms and conditions;
 - (b) an "**Appendix**" is to the relevant appendix attached to a Schedule;
 - (c) an "**Annex**" is to the relevant annex attached to an Appendix;
 - (d) a "**clause**" is to a clause in these Terms and Conditions; and
 - (e) a "**paragraph**" is to a paragraph in the relevant Schedule, Appendix or Annex (as applicable).
 - 1.2.4 Reference to a clause or paragraph is a reference to the whole of that clause or paragraph unless stated or the context otherwise requires.

- 1.2.5 Reference to any Law shall be construed as referring to any subsequent amendment, extension, consolidation or re-enactment of the same from time to time.
- 1.2.6 References to any person shall include natural persons and partnerships, firms and other incorporated bodies, a Central Government Body, and all other legal persons of whatever kind and however constituted.
- 1.2.7 The words "include", "includes" and "including" and similar shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation".
- 1.2.8 References to "writing" include typing, printing, lithography, photography, display on screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly.
- 1.2.9 Headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.
- 1.3 Where a standard, policy or document is referred to in the Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Contactor shall notify the Authority and the Parties shall update the Contract with a reference to the replacement hyperlink.
- 1.4 In the event of, and only to the extent of, any conflict between the Terms and Conditions, the Schedules and the Appendices and/or Annexes to the Schedules, the conflict shall be resolved, unless the Parties have agreed in writing to the contrary, in accordance with the following order of precedence:
 - 1.4.1 the Terms and Conditions;
 - 1.4.2 Schedules A – U;
 - 1.4.3 the Appendices and/or Annexes to the Schedules (other than the Delivery Model at Appendix L to the Specification (Schedule G)); and;
 - 1.4.4 the Delivery Model at Appendix L to the Specification (Schedule G).

2. **INITIAL CONTRACT PERIOD**

- 2.1 The Contract shall take effect on the Commencement Date and shall expire automatically at the end of the Initial Contract Period unless it is terminated earlier or extended under clause 33 (Extension of the Contract Term).

3. **CONTRACTOR'S OBLIGATIONS**

Mobilisation

- 3.1 On and from the Commencement Date, the Contractor shall comply with Schedule S (Mobilisation), including in relation to the development, agreement and implementation of the Mobilisation Plan.
- 3.2 The Contractor shall:
 - 3.2.1 comply with the Mobilisation Plan; and
 - 3.2.2 ensure that each Mobilisation Milestone is Accepted on or before the associated Milestone Date, and each Deliverable is Accepted on or before the associated Due Date.
- 3.3 If either Party becomes aware that there is, or there is reasonably likely to be, a Delay:
 - 3.3.1 it shall:

- (a) notify the other Party as soon as is reasonably practicable, and in any event within 3 Working Days of becoming aware of the Delay or likely Delay; and
- (b) comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and
- (c) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

Supply of Products

- 3.4 On and from the Supply Commencement Date, the Contractor shall make available for Order and supply Products to Sites in accordance with the Contract.

Requirements and Standards

- 3.5 The Contractor acknowledges that the Authority relies on the skill and judgment of the Contractor in supplying Products, providing Services and otherwise performing the Contractor obligations under the Contract.
- 3.6 The Contractor shall perform its obligations under the Contract, including in providing the Products and Services, in accordance with:
 - 3.6.1 The Terms and Conditions, Schedules A – U and the Appendices and/or Annexes to the Schedules;
 - 3.6.2 all applicable Law; and
 - 3.6.3 Good Industry Practice.
- 3.7 During the Contract Period, the Parties shall monitor and notify each other of any new or emergent standards which could affect the supply of Products, and/or the provision of Services. For the avoidance of doubt, the adoption of any such new or emergent standards shall be agreed in accordance with the Change Control Procedure.
- 3.8 In the event that the Contractor becomes aware of any inconsistency between the requirements of clauses 3.6.1 to 3.6.3, the Contractor shall immediately notify the Authority in writing of such inconsistency and the Authority shall, as soon as practicable, notify the Contractor which requirement the Contractor shall comply with.

Delivery Model

- 3.9 The Contractor shall not change the Delivery Model without prior Approval.

Contractor Personnel

- 3.10 The Contractor acknowledges that the Key Personnel are essential to the proper performance of the Contract and shall ensure that the Key Personnel fulfil the Key Roles. Appendix F (Key Personnel) to the Specification lists the Key Roles and names of the persons who the Contractor shall appoint to fill those Key Roles at the Commencement Date.
- 3.11 The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Contractor, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
- 3.12 The Contractor shall ensure that all Key Personnel have received sufficient training and have all relevant knowledge, experience and expertise in order to support delivery of the Contract.
- 3.13 The Contractor shall not remove or replace any Key Personnel without Approval unless:

- 3.13.1 requested to do so by the Authority; or
 - 3.13.2 the person concerned resigns, retires or dies, or is on maternity, paternity or long-term sick leave; or
 - 3.13.3 the person's employment or contractual arrangement with the Contactor or relevant Supplier is terminated for material breach of contract by the employee.
- 3.14 The Contractor shall ensure that all proposed replacement and incoming Key Personnel are of at least equal status or of equivalent experience and possess equivalent skills to the outgoing Key Personnel and are suitable to undertake the responsibilities of that person in relation to the Key Role. The Contractor shall also ensure that when planning and effecting changes to Key Personnel, it minimises any disruption and adverse impact on the Contractor's performance under the Contract.
- 3.15 The Contractor shall at all times employ and allocate a sufficient number of Contractor's Personnel to fulfil its obligations under the Contract. All Contractor's Personnel shall possess the qualifications, expertise and competence appropriate to the tasks for which they are engaged. If and when so directed in writing by the Authority the Contractor shall within 7 days provide details of the qualifications and competence of any person employed or proposed to be employed by the Contractor in connection with the Contract and shall provide a copy of any certificate or qualification or competence that has been issued in respect of any such person.
- 3.16 The Contractor shall ensure that all Contractor's Personnel supplying the Products, providing Services and otherwise supporting delivery of the Contract shall do so with all due skill, care and diligence as is necessary for the proper performance of the Contract.
- 3.17 The Authority (acting by itself or through an Authorised User), whose decision shall be final and conclusive, reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any Site or other premises occupied by or on behalf of the Authority (or relevant Authorised User):
- 3.17.1 any Contractor employed Personnel; or
 - 3.17.2 any other Contractor's Personnel, whether employed or engaged by a Supplier, agent or servant of the Contractor,
- whose admission or continued presence would be, in the opinion of the Authority (acting by itself or through an Authorised User), undesirable.
- 3.18 If and when directed by the Authority, the Contractor shall provide a list of the names and addresses, National Insurance numbers, periods of employment, immigration status and tax exemption certificates of all persons who it is expected may require admission in connection with the Contract to Sites and/or any other premises occupied by or on behalf of the Authority and Authorised Users, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably desire. Where such information is provided by the Contractor, it shall be treated by the Parties as Contractor's Confidential Information and shall be subject to the provisions of Clause 20 (Confidentiality).
- 3.19 The Contractor shall ensure that all Contractor's Personnel comply with such Site rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time, and which are notified to the Contractor or otherwise made available at a Site.
- 3.20 The Contractor shall promptly inform the Authority and keep the Authority informed in writing of any industrial relations problems or other matters relating to the Contractor's Personnel which may affect the performance of the Contract.
- 3.21 The Contractor shall ensure that the Contractor's Personnel does not include any person who the Contractor knows, or by reason of the circumstances might reasonably be expected to know, is involved in any unlawful procurement of Social Security benefits or tax exemptions in connection with his employment or engagement by the Contractor, a Supplier, agent or servant of the Contractor.

The Contractor shall not make, facilitate or participate in the procurement of any unlawful payments to any Contractor's Personnel, whether in the nature of Social Security fraud, evasion of tax or otherwise.

- 3.22 The Authority may require the Contractor to ensure that the Contractor's Personnel complete an enhanced Disclosure and Barring Service check and the required vetting as set out in PSI 07/2014 prior to taking up their role. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of the Products and/or Services.
- 3.23 The Authority (acting by itself or through an Authorised User) may in its sole discretion refuse access to the Sites and any other premises occupied by or on behalf of the Authority and/or Authorised Users by any member of the Contractor's Personnel who has not been subjected to the necessary checks by the Disclosure and Barring Service.

Contractor Equipment

- 3.24 The Contractor shall provide all the Equipment necessary to meet its obligations under the Contract.
- 3.25 All Equipment brought into Sites or any other Authority and/or Authorised User premises shall be at the Contractor's own risk and the Authority (either of itself or on behalf of any Authorised User) shall not have any liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. Unless otherwise agreed, Equipment brought into Sites and other Authority and/or Authorised User premises will remain the property of the Contractor. The Contractor shall provide for the haulage or carriage to and the removal from Sites and other Authority and/or Authorised User premises of Equipment when no longer required at its sole cost.
- 3.26 The Contractor shall maintain all items of Equipment in a safe, serviceable and clean condition.
- 3.27 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably possible:
- 3.27.1 remove from Sites and/or any other Authority and/or Authorised User premises any Equipment which in the reasonable opinion of the Authority (acting by itself or through an Authorised User) is either unsafe, hazardous, noxious or not in accordance with the Contract; and
- 3.27.2 replace such item with a suitable substitute item of Equipment.
- 3.28 When leaving or removing Equipment, the Contractor shall ensure it leaves the Sites and other Authority and/or Authorised User premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to Sites and other Authority and/or Authorised User premises or any objects contained therein, other than fair wear and tear, which is caused by the Contractor or any Contractor's Personnel.

Contractor Covenants

- 3.29 The Contractor shall obtain, and maintain throughout the Contract Period, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for supplying Products, providing Services and otherwise performing the Contractor obligations under the Contract.
- 3.30 The Contractor shall ensure that it has and shall continue to have all necessary rights in and to the Online Ordering System, including to enable the Authority and Authorised Users to use, access and benefit from the Online Ordering System in accordance with the Contract.
- 3.31 In delivering its obligations under the Contract, the Contractor shall use efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

- 3.32 The Contractor shall ensure that any and all documentation and other IP Materials and training provided by the Contractor to the Authority and Authorised Users are comprehensive, accurate and prepared in accordance with Good Industry Practice.
- 3.33 The Contractor shall provide the Authority and Authorised Users with such assistance as the Authority (acting by itself or through an Authorised User) may reasonably require during the Contract Period.
- 3.34 The Contractor shall gather, collate and provide such information and co-operation as the Authority (acting by itself or through an Authorised User) may reasonably request for the purposes of ascertaining the Contractor's compliance with its obligations under the Contract.
- 3.35 The Contractor shall notify the Authority in writing within 3 Working Days of any of the following:
- 3.35.1 any actual or potential industrial action by the Contractor's Personnel, , which affects or might affect its ability at any time to perform its obligations under the Contract or
 - 3.35.2 the occurrence of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any Supplier that might affect its ability to perform its obligations under the Contract; or
 - 3.35.3 becoming aware of a Financial Distress Event,
(a "**Notifiable Event**").
- 3.36 The Contractor shall ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Contractor's obligations under the Contract.
- 3.37 For the Contract Period and for a period of 12 Months thereafter, the Contractor shall not employ or offer employment to any of the Authority's Personnel who have been associated with the procurement and/or management of the Contract without the Authority's Approval, unless (and without being induced by the Contractor) pertaining to an advertised position where appointment was made following fair and open competition.
- 3.38 An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that all Contractor's Personnel and Suppliers also do, or refrain from doing, such act or thing.

Continuing Obligation

- 3.39 The Contractor shall continue to perform all of its obligations under the Contract in accordance with the requirements and standards of the Contract notwithstanding:
- 3.39.1 non-payment of any invoices by the Authority or any Authorised User; or
 - 3.39.2 the existence of an unresolved dispute; or
 - 3.39.3 that the Contract Period is approaching expiry or the Authority has served notice to terminate the Contract,
- unless the Contractor is entitled to terminate Contract under clause 45 (Termination by Contractor).

4. AUTHORITY'S OBLIGATIONS

- 4.1 Subject to reasonable notification by the Contractor of its requirements, the Authority (acting by itself or through an Authorised User) shall give to the Contractor such instructions and/or decisions as

pursuant to the Contract are required to be given by or on behalf of the Authority at such a time and in such a manner as shall enable the Contractor properly to perform the Contract.

4.2 The Authority shall supply or make available to the Contractor, without charge, such information as it is required to provide in accordance with the Specification in such time so as not to delay or disrupt the performance of the Contractor's duties under the Contract.

4.3 The Authority shall (and shall procure that Authorised Users) provide access to Sites to enable the Contractor to deliver the Products.

4.4 The Authority shall be subject to the provisions of the Schedules to this Contract as applicable.

5. **SCOPE OF CONTRACT**

5.1 The Contractor shall, in accordance with the Contract:

5.1.1 make Products available for Order by and provide the Services to and for the benefit of the Authority and Authorised Users; and

5.1.2 supply Products to Sites.

5.2 Unless and until the Authority issues a notice to the Contractor pursuant to clause 5.3, the Contractor shall provide the Authority with access to and use of the Online Ordering System on and from the Supply Commencement Date, and the Movement Rate Cost applicable shall be the Movement Rate Cost associated with the Online Ordering System set out in Schedule H (Pricing and Payment).

5.3 At any time up until the end of the first month of the Mobilisation Phase, the Authority may notify the Contractor in writing that it wishes the Contractor to implement the Fall-Back Option by the Planned Supply Commencement Date instead of the Online Ordering System.

5.4 If the Authority issues a notice to the Contractor pursuant to clause 5.3, on and from the date of such notice clause 5.2 shall cease to apply and:

5.4.1 paragraph S2.5 of Schedule S (Mobilisation) shall apply; and

5.4.2 subject to the Authority exercising its rights pursuant to clause 5.5.2, the Contractor shall provide the Fall-Back Option to the Authority on and from the Supply Commencement Date, and the Movement Rate Cost applicable shall be the Movement Rate Cost associated with the Fall-Back Option set out in Schedule H (Pricing and Payment).

5.5 If at any time after the Supply Commencement Date, the Authority notifies the Contractor in writing that, where the Authority is using and the Contractor is providing:

5.5.1 the Online Ordering System, the Authority wishes to cease its use of the Online Ordering System and instead use the Fall-Back Option, the Parties shall agree the terms for the implementation and on-going provision of the Fall-Back Option in accordance with the Change Control Procedure, provided that the Movement Rate Cost applicable to the on-going provision of access to and use of the Fall-Back Option shall be the Movement Rate Cost associated with the Fall-Back Option set out in Schedule H (Pricing and Payment) including any variations to the Movement Rate Cost in accordance with paragraphs 6.3 to 6.6 of Schedule H; or

5.5.2 the Fall-Back Option, the Authority wishes to cease its use of the Fall-Back Option and instead use the Online Ordering System, the Parties shall agree the terms for the implementation and on-going provision of the Online Ordering System in accordance with the Change Control Procedure, provided that the Movement Rate Cost applicable to the on-going provision of access to and use of the Online Ordering System shall be the Movement Rate Cost associated with the Online Ordering System set out in Schedule H (Pricing and Payment) including any variations to the Movement Rate Cost in accordance with paragraphs 6.3 to 6.6 of Schedule H.

- 5.6 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Contractor and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.
- 5.7 The Contractor agrees and acknowledges that it has not been given any rights of exclusivity or any volume guarantees whatsoever in relation to the number of Authorised Users or Sites, or the volume of Products that will be ordered or any other matter provided under the Contract.
- 5.8 The Contractor agrees and acknowledges that the Food Packing Services are provided at the Authority's sole and absolute discretion and nothing in the Contract shall be construed as the Authority committing to continue with the Food Packing Services.

6. NOTICES

- 6.1 For the purposes of this clause 6, the address of each Party shall be:

- 6.1.1 for the Authority:

For the attention of:

REDACTED

- 6.1.2 for the Contractor:

REDACTED

- 6.2 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- 6.3 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by receipted facsimile transmission or receipted electronic mail. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such notice or communication.
- 6.4 Either Party may change its address for service by serving a notice in accordance with this clause.

7. MISTAKES IN INFORMATION

- 7.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority and Authorised Users by the Contractor in connection with the supply of the Products and Services and shall pay the Authority (acting on behalf of itself and/or any Authorised User) any extra costs occasioned by any discrepancies, errors or omissions therein.
- 7.2 The Contractor shall be deemed to have satisfied itself as regards the nature and extent of the Products and Services required by the Authority and Authorised Users; the means of ordering, invoicing and resolving discrepancies; the layout and any specific requirements of or considerations at the Sites, for example, restrictions on the movement and access within Sites; the Personnel, supply chain, vehicles and equipment necessary for the performance of the Contract, subject to all such matters being reasonably discoverable by the Contractor.
- 7.3 The Contractor acknowledges that it has:
- 7.3.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority;

- 7.3.2 raised all relevant due diligence questions with the Authority before the Commencement Date;
- 7.3.3 satisfied itself that it has sufficient information to ensure that it can provide the Products or Services; and
- 7.3.4 entered into the Contract in reliance on its own due diligence alone.

7.4 Without prejudice to clause 7.3, the Contractor shall:

- 7.4.1 use its reasonable endeavours to check and verify that the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Authority (acting by itself or through any Authorised User) are accurate; and
- 7.4.2 notify the Authority immediately if it discovers errors or discrepancies in the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Authority (acting by itself or through any Authorised User).

8. **CONFLICTS OF INTEREST**

- 8.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Contractor's Personnel is placed in a position where:
 - 8.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract; or
 - 8.1.2 the behaviour of the Contractor or the Contractor's Personnel is not in the Authority's best interest or might adversely affect the Authority's reputation.

The Contractor will as soon as reasonably practicable disclose to the Authority full particulars of any behaviour which might give rise to the acts complained of in sub-clauses 8.1.1 or 8.1.2

- 8.2 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where there is or may be an actual conflict or potential conflict, between the financial or personal interests of the Contractor or the Contractor's Personnel and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which has accrued or will accrue to the Authority.

9. **PREVENTION OF FRAUD AND PREVENTION OF CORRUPTION**

- 9.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by the Contractor's Personnel in connection with the receipt of monies from the Authority and/or any Authorised User.
- 9.2 The Contractor shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 9.3 If the Contractor or any member of the Contractor's Personnel commits Fraud in relation to this or any other contract with the Crown (including the Authority) the Authority may:
 - 9.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Authority and/or Authorised Users resulting from the termination, including the cost reasonably incurred by the Authority and/or Authorised Users of making other arrangements for the supply of Products and/or Services and any additional expenditure incurred by the Authority and/or Authorised Users throughout the remainder of the Contract Period; and/or
 - 9.3.2 recover in full from the Contractor any other loss sustained by the Authority and/or Authorised Users in consequence of any breach of this clause.

- 9.4 The Contractor shall not offer or give or agree to give to the Authority, any Authorised User or any public body or any person employed by or on behalf of the Authority, any Authorised User or any public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Authority, any Authorised User or any public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.
- 9.5 The Contractor warrants that it has not paid commission or agreed to pay commission to the Authority, Authorised User or any public body or any person employed by or on behalf of the Authority, Authorised User or any public body in connection with the Contract.
- 9.6 If the Contractor, its Personnel or anyone acting on the Contractor's behalf, engages in conduct prohibited by clauses 9.4 or 9.5, the Authority may:
- 9.6.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Authority and/or Authorised Users resulting from the termination, including the cost reasonably incurred by the Authority and/or Authorised Users of making other arrangements for the supply of the Products or Services and any additional expenditure incurred by the Authority and/or Authorised Users throughout the remainder of the Contract Period; or
 - 9.6.2 recover in full from the Contractor any other loss sustained by the Authority and/or Authorised Users in consequence of any breach of those clauses.

PAYMENT AND CONTRACT PRICE

10. CONTRACT PRICE

- 10.1 In consideration of the performance by the Contractor of the Contractor's obligations under the Contract by the Contractor, the Authority (acting by itself or through an Authorised User) shall pay the Contract Price in accordance with clause 11 below. References to the Authority in this clause 10 and clause 11 shall be construed to include an Authorised User of the Products and Services.
- 10.2 The Authority shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on any applicable elements of the Unit Price.

11. PAYMENT AND VAT

- 11.1 Schedule H (Pricing and Payment) sets out the processes and obligation of the Parties in respect of payment of the Contract Price, Performance Credits, Liquidated Damages and related sums.
- 11.2 The Contractor shall ensure that each invoice contains all appropriate references, including the date of the invoice, the Contractor's name and address, the Contractor's banking details, the relevant purchase order number supplied by the Authority, the agreed payment and a detailed breakdown of the Products supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.
- 11.3 When payment is in respect of free text (Non Catalogue Products) Orders or in respect of the Fall Back Option the Authority shall pay all sums due to the Contractor under such an invoice within the period of thirty (30) days from the date on which the Authority has determined that the invoice is valid and undisputed. Where the Authority fails to comply with this clause 11.3 and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of this clause 11.3 after seven (7) Working Days have passed.
- 11.4 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause 11.4 shall be paid by the Contractor to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

- 11.5 The Contractor shall not suspend the supply of the Products or Services unless the Contractor is entitled to terminate the Contract under clause 45 for failure to pay undisputed sums of money. Interest shall be payable by the Authority on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 11.6 Where the Contractor enters into a contract with a Supplier which is made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract, the Contractor shall:
- 11.6.1 consider and verify any invoices submitted by the Supplier in a timely fashion; and
- 11.6.2 pay any sums due under such an invoice no later than a period of 30 days from the date on which the Contractor has determined that the invoice is valid and undisputed,
- 11.7 If the Contractor fails to comply with its obligations in clause 11.6 and there is undue delay in considering and verifying an invoice, the invoice shall be regarded by the parties to the arrangement as valid and undisputed for the purposes of clause 11.6 after a reasonable period of time has passed.
- 11.8 The Contractor shall also require that each Supplier (direct or indirect) includes provisions substantially similar to clauses 11.6 and 11.7 in each contract entered into with another Supplier.
- 12. RECOVERY OF SUMS DUE**
- 12.1 Whenever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Authority or any Authorised User in respect of any Default), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under the Contract or under any other agreement or contract with the Authority or the Crown.
- 12.2 Any overpayment by either Party, whether of the Contract Price or of VAT, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 12.3 Unless otherwise agreed by the Authority, the Contractor shall make any payments due to the Authority or any Authorised User without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.
- 13. CONTRACT PRICE FOR AN EXTENDED CONTRACT TERM**
- 13.1 In the event that the Authority gives notice to extend the term of the Contract pursuant to clause 33 (Extension of the Contract Term), the Contract Price for the extended term shall be dealt with in accordance with Schedule H (Pricing and Payment) as in force at the relevant time, with the Unit Prices continuing to apply subject to quarterly review during the extended term in respect of the Commodity Cost and annual review during the extended term in respect of the Movement Rate Cost.
- 14. EURO**
- 14.1 Any legislative requirement to account for the Products or Services in Euro € (or to prepare for such accounting), instead of and/or in addition to Pounds Sterling £, shall be implemented by the Contractor at nil charge to the Authority and Authorised Users.
- 14.2 The Authority shall provide all reasonable assistance to facilitate compliance with clause 14.1 by the Contractor.

STATUTORY OBLIGATIONS AND REGULATIONS

15. EQUALITY

- 15.1 In providing the Products or Services the Contractor shall comply with the Equality Act 2010 and all applicable amendments, regulations and Codes of Practice or any future or other legislation which

concerns equality and discrimination in employment and service delivery (the "**Equalities Provisions**").

- 15.2 The Contractor shall take all reasonable steps to procure the observance of the Equalities Provisions by the Contractor's Personnel engaged in the provision of the Products or Services.
- 15.3 The Contractor shall provide such information as the Authority may reasonably require for the purpose of assessing the Contractor's compliance with clause 15.2.
- 15.4 The Contractor shall notify the Authority immediately in writing upon becoming aware of any investigation or legal proceedings brought against the Contractor or its sub-contractors under the Equalities Provisions.
- 15.5 In the event of any finding of unlawful discrimination being made against the Contractor or its sub-contractors under the Equalities Provisions during the period of this Contract, the Contractor shall inform the Authority of this finding forthwith and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Authority to prevent repetition of the unlawful discrimination.
- 15.6 In the event of repeated findings of unlawful discrimination against the Contractor during the period of this Contract (whether arising from the same or different acts or omissions, and regardless of any steps it has taken in accordance with clause 15.5 above) the Authority shall be entitled to terminate the Contract with immediate effect.
- 15.7 If requested to do so by the Authority, the Contractor shall fully co-operate with the Authority at its own expense in connection with any investigation, legal proceedings, ombudsman inquiries or arbitration in which the Authority may become involved arising from any breach of the Authority's duties under the Equalities Provisions due to the alleged acts or omissions of the Contractor.

16. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 16.1 Neither the Authorised Users nor any other person who is not a Party to the Contract shall have a right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any Authorised User or other person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

INFORMATION

17. **AUTHORITY DATA**

- 17.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 17.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under the Contract or as otherwise expressly authorised in writing by the Authority.
- 17.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply that Authority Data to the Authority as requested by the Authority.
- 17.4 The Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.
- 17.5 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

17.6 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract (including Authority Data) is either lost or sufficiently degraded as to be unusable, the Contractor shall restore and/or reconstitute such data within 1 month of the loss or degradation of such data.

18. **PROTECTION OF PERSONAL DATA**

18.1 With respect to the Parties' rights and obligations under the Contract, the Parties agree that the Authority (or relevant Authorised User) is the Data Controller and that the Contractor is the Data Processor.

18.2 The Contractor shall:

- 18.2.1 process the Personal Data only in accordance with instructions from the Authority or relevant Authorised User (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the Authority or relevant Authorised User to the Contractor during the Contract Period) and the Contractor shall at the very least comply with the provisions in Schedule E (Information Security);
- 18.2.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Products or Services or as is required by Law or any Regulatory Body;
- 18.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected and in any event the measures shall not be of a lesser standard than those set out in Schedule E (Information Security);
- 18.2.4 take reasonable steps to ensure the reliability of any Contractor's Personnel who have access to the Personal Data;
- 18.2.5 obtain prior Approval before transferring the Personal Data to any third party, including any Suppliers or Affiliates;
- 18.2.6 ensure that all Contractor's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 18;
- 18.2.7 ensure that none of the Contractor's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or relevant Authorised User;
- 18.2.8 notify the Authority or relevant Authorised User (within 5 Working Days) if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the Authority's or relevant Authorised User's obligations under the Data Protection Legislation;
- 18.2.9 provide the Authority or relevant Authorised User with full co-operation and assistance in relation to any complaint or request made, including by:
 - (a) providing the Authority or relevant Authorised User with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's or relevant Authorised User's instructions;

- (c) providing the Authority or relevant Authorised User with any Personal Data it holds in relation to a Data Subject, within the timescales required by the Authority or relevant Authorised User; and
 - (d) providing the Authority or relevant Authorised User with any information requested by the Authority or relevant Authorised User;
- 18.2.10 permit the Authority (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit Schedule, the Contractor's data Processing activities (and/or those of its Personnel) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under the Contract;
- 18.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Authority); and
- 18.2.12 not Process Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with:
 - (a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - (b) any reasonable instructions notified to it by the Authority.
- 18.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the Authority or any Authorised User to breach any of its applicable obligations under the Data Protection Legislation.
- 19. **FREEDOM OF INFORMATION**
- 19.1 The Contractor acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- 19.2 The Contractor shall and shall procure that its Suppliers shall:
 - 19.2.1 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receiving a Request for Information;
 - 19.2.2 provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - 19.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 19.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
- 19.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

19.5 The Contractor acknowledges that (notwithstanding the provisions of this clause 19) the Authority may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

19.5.1 in certain circumstances without consulting the Contractor; or

19.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where clause 19.5.1 applies the Authority shall take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

19.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

20. **CONFIDENTIALITY**

20.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and any Confidential Contract Information Exceptions, the content of this Contract is not Confidential Information.

20.2 The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and any Confidential Contract Information Exceptions redacted), including from time to time agreed changes to the Contract, to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract. Prior to publication the Authority may, at its sole discretion, in whole or in part, redact such information as it considers reasonable and/or appropriate to redact, including for the following grounds:

20.2.1 national security;

20.2.2 personal data;

20.2.3 information protected by intellectual property law;

20.2.4 information which it is not in the public interest to disclose (under a Freedom of Information Act analysis);

20.2.5 third party confidential information;

20.2.6 IT or Site security; or

20.2.7 prevention of fraud.

20.3 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, each Party shall:

20.3.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

20.3.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

20.4 Clause 20.3 shall not apply to the extent that:

20.4.1 disclosure of the Confidential Information is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of

Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 19 (Freedom of Information);

- 20.4.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 20.4.3 such information was obtained from a third party without obligation of confidentiality;
 - 20.4.4 such information was already in the public domain at the time of disclosure otherwise than as a result of a breach of the Contract; or
 - 20.4.5 such information was independently developed without access to the other Party's Confidential Information.
- 20.5 The Contractor may only disclose the Authority's Confidential Information to the Contractor's Personnel who are directly involved in the delivery of the Contract and need to know, and shall ensure that the Contractor's Personnel are aware of and shall comply with this clause 20
- 20.6 The Contractor shall not, and shall procure that the Contractor's Personnel do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- 20.7 At the written request of the Authority, the Contractor shall procure that those members of the Contractor's Personnel identified in the Authority's notice sign a confidentiality undertaking on similar terms to the Contract prior to commencing any work in accordance with the Contract.
- 20.8 Nothing in the Contract shall prevent the Authority from disclosing the Contractor's Confidential Information (including the Management Information obtained under clause 24 (Monitoring) and the Monitoring Schedule):
- 20.8.1 to any Crown body or any other Contracting Authority on the understanding that they shall be entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;
 - 20.8.2 on a confidential basis to any consultant, contractor or other person engaged by the Authority or any entity specified in clause 20.8.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract, including for the avoidance of doubt any person conducting a Gateway review;
 - 20.8.3 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 20.8.4 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions or for the purpose of the exercise of its rights under this Contract;
 - 20.8.5 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract;
 - 20.8.6 for the purpose of the examination and certification of the Authority's accounts; and/or
 - 20.8.7 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 20.9 The Authority shall use all reasonable endeavours to ensure that any Crown body, Contracting Authority, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 20.7 is made aware of the Authority's obligations of confidentiality.
- 20.10 Nothing in this clause 20 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that

this use does not result in any disclosure of the other Party's Confidential Information or an infringement of IPR.

21. OFFICIAL SECRETS ACTS 1911 TO 1989 AND SECTION 182 OF THE FINANCE ACT 1989

21.1 The Contractor undertakes to abide by, and ensure that the Contractor's Personnel abide by, the provisions of:

21.1.1 the Official Secrets Acts 1911 to 1989; and

21.1.2 Section 182 of the Finance Act 1989.

21.2 In the event that the Contractor or any member of the Contractor's Personnel fail to comply with this clause, the Authority reserves the right to terminate the Contract by giving notice in writing to the Contractor.

22. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

22.1 Without prejudice to the Authority's obligations under the FOIA, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

22.2 Both Parties shall take reasonable steps to ensure that their Personnel comply with clause 22.1.

23. INTELLECTUAL PROPERTY RIGHTS

23.1 Intellectual Property Rights in any Deliverables, processes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material together with any updates or amendments to such items (the "**IP Materials**"):

23.1.1 furnished or made available to the Contractor by or on behalf of the Authority and/or Authorised Users (including the Authority Data) shall remain the property of the Authority and/or the relevant Authorised User; and

23.1.2 which are created, prepared and/or otherwise developed by or on behalf of the Contractor specifically for the purposes of and/or arising as a result of the performance of the Contractor's obligations under the Contract, shall be assigned to the Authority (for the benefit of itself and Authorised Users) pursuant to clause 23.2,

and the Contractor shall not, and shall procure that the Contractor's Personnel shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any such Intellectual Property Rights in the IP Materials.

23.2 Subject to clause 23.3, the Contractor hereby assigns to the Authority (for the benefit of itself and Authorised Users), with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials described in clause 23.1.2. This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights in the IP Materials produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

23.3 Title to and ownership of any Contractor Pre-Existing IPRs (including any Contractor Pre-Existing IPRs incorporated in the IP Materials) shall remain with the Contractor at all times. The Contractor grants to the Authority and all Authorised Users a non-exclusive, perpetual, royalty free licence to use, reproduce, modify, develop and maintain the Contractor Pre-Existing IPRs (including any Contractor Pre-Existing IPRs incorporated into any IP Materials) provided to the Authority and/or Authorised Users by or on behalf of the Contractor under or in connection with the Contract.

23.4 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contractor for the performance of the Contract.

- 23.5 The Contractor shall use its best endeavours to ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Authority and Authorised Users a non-exclusive licence (or, if itself a licensee of those rights, grants to the Authority and Authorised Users an authorised sub-licence) to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Authority and Authorised Users to sub-licence, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying products or services to the Authority.
- 23.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Products or Services and the Contractor shall, during and after the Contract Period, indemnify and keep fully and effectively indemnified on demand and hold the Authority and the Crown harmless from and against all Losses which the Authority, Authorised Users or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where such claim arises from:
- 23.6.1 items or materials based upon designs supplied by the Authority; or
- 23.6.2 the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.
- 23.7 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.
- 23.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor shall:
- 23.8.1 consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
- 23.8.2 take due and proper account of the interests of the Authority and Authorised Users; and
- 23.8.3 not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- 23.9 The Authority shall (and shall procure that any relevant Authorised User shall) at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority, Authorised User(s) or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract, and the Contractor shall indemnify and keep fully and effectively indemnified the Authority on demand for all Losses suffered or incurred in doing so. The Contractor shall not, however, be required to indemnify the Authority in relation to any Losses suffered or incurred in relation to or arising out of a claim, demand or action which relates to the matters in clauses 23.6.1 or 23.6.2.
- 23.10 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Contractor in connection with the performance of its obligations under the Contract.
- 23.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority as soon as reasonably practicable and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:
- 23.11.1 modify any or all of the Products or Services without reducing the performance or functionality of the same, or substitute alternative Products or Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement,

provided that the provisions herein shall apply mutatis mutandis to such modified Products or Services or to the substitute Products or Services; or

- 23.11.2 procure a licence to use and supply the Products or Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority,

and in the event that the Contractor is unable to comply with clauses 23.11.1 or 23.11.2 within 20 Working Days of the Authority's receipt of the Contractor's notification, the Authority may terminate the Contract by notice in writing.

24. MONITORING

- 24.1 The Contractor shall comply with the monitoring and reporting arrangements set out in the Monitoring Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

- 24.2 Where requested by the Authority, the Contractor shall supply the Management Information to the Authority and to the Cabinet Office in the form set out in the Monitoring Schedule during the Contract Period.

- 24.3 The Contractor agrees that the Authority may provide the Cabinet Office with information relating to the Products, Services or any other aspect of the Contract, including any payments made under the Contract.

- 24.4 Upon receipt of the Management Information supplied by the Contractor in response to a request under clause 24.2 or receipt of information provided by the Authority to the Cabinet Office under clause 24.3, the Authority and the Contractor shall consent to the Cabinet Office:

24.4.1 storing and analysing the Management Information and producing statistics; and

24.4.2 sharing the Management Information or any statistics produced using the Management Information, with any other Contracting Authority.

- 24.5 In the event that the Cabinet Office shares the Management Information or information provided under clause 24.3 in accordance with clause 24.4.2, any Contracting Authority receiving the Management Information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any third party who is not a Contracting Authority (unless required by Law).

- 24.6 The Authority may make changes to the Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) Month's written notice of any changes.

25. AUDIT

- 25.1 The Contractor shall comply with the Audit Schedule.

CONTROL OF THE CONTRACT

26. GOVERNANCE

- 26.1 Without prejudice to the requirements specified in the Specification, the Parties shall comply with the provisions of Schedule O (Governance) in relation to the management and governance of the Contract.

27. CHANGE

- 27.1 Contract Changes shall be subject to and dealt with in accordance with the Change Control Procedure.

- 27.2 Throughout the Contract Period, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Contractor's performance of the Contract, the Authority's rights or the Authority's or Authorised Users' benefit under the Contract.
- 27.3 The Contractor shall neither be relieved of its obligations under the Contract nor be entitled to request any adjustment to the Movement Rate Cost outside the mechanism set out at Schedule H (clauses 6.3 – 6.8) as the result of:
- 27.3.1 a General Change in Law; or
- 27.3.2 a Specific Change in Law where the effect of that Specific Change in Law on the Contractor's obligations under the contract is reasonably foreseeable at the Commencement Date.
- 27.4 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in clause 27.3.2), the Contractor shall:
- 27.4.1 notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any change is required to the Products, Services, the Movement Rate Cost or Contract; and
- 27.4.2 provide the Authority with evidence:
- (a) that the Contractor has minimised any increase in costs and maximised any reduction in costs, including in respect of the costs of its Suppliers;
 - (b) as to how the Specific Change in Law has affected the cost of delivering the Contract; and
 - (c) demonstrating that any expenditure that has been avoided, for example through innovative proposals and continuous improvement under paragraph G17 of the Specification, has been taken into account in proposing adjustments to the Movement Rate Cost.
- 27.5 Any adjustment to the Movement Rate Cost resulting from a Specific Change in Law (other than as referred to in clause 27.3.2) shall be implemented in accordance with the Change Control Procedure.

28. ASSIGNMENT AND SUB-CONTRACTING

- 28.1 The Contractor shall exercise due skill and care in the selection and appointment of Suppliers, and manage Suppliers on an "arm's length" basis and in accordance with Good Industry Practice.
- 28.2 Except where the Authority has given prior Approval (not to be unreasonable withheld or delayed), the Contractor shall ensure that its contractual arrangements with Suppliers include the following:
- 28.2.1 provisions which enable the Contractor to comply with its obligations under the Contract, including in supplying the Products and providing the Services; and
- 28.2.2 provisions which give full effect to the Audit Schedule, including in granting rights of access and audit.
- 28.3 The Contractor shall create and maintain an up to date list of all Suppliers and provide such list within 5 Working Days of the Authority's request.
- 28.4 The Contractor shall not appoint or replace a Key Subcontractor, or terminate or materially amend any contractual arrangements with Key Subcontractors without prior Approval (not to be unreasonable withheld or delayed).
- 28.5 To enable the Authority to consider whether to provide Approval to any change to Key Subcontractor arrangements, the Contractor shall provide such details and information in relation to the proposed Key Subcontractor as the Authority may reasonably request, including names, registered office and

company number; the role of the proposed Key Subcontractor and scope and extent of services or support to be provided; and a copy of the proposed contractual documentation.

- 28.6 The Authority consents to the appointment of the Key Subcontractors listed in Appendix J (Key Subcontractors) of the Specification.
- 28.7 Except where the Authority has given prior Approval, the Contractor shall ensure that its contractual arrangements with Key Subcontractors include the following:
- 28.7.1 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Subcontractor contractual arrangements to the Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority;
 - 28.7.2 obligations no less onerous on the Key Subcontractor than those imposed on the Contractor under the Contract in respect of:
 - (a) data protection requirements set out in clauses 17 (Authority Data) and 18 (Protection of Personal Data);
 - (b) FOIA requirements set out in clause 19 (Freedom of Information); and
 - (c) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in clause 3.36;
 - 28.7.3 a provision restricting the ability of the Key Subcontractor to further subcontract to a Key Subcontractor without prior Approval (not to be unreasonable withheld or delayed);
 - 28.7.4 provisions requiring the Key Subcontractor to cooperate with the Contractor and Authority in relation to, and otherwise support the Rectification Plan Process, including by contributing to and complying with the Rectification Plan;
 - 28.7.5 provisions requiring the Key Subcontractor to cooperate with the Contractor, Authority and Remedial Adviser in relation to, and otherwise support the appointment of a Remedial Adviser; and
 - 28.7.6 a provision requiring the Key Subcontractor to promptly (and in any event within 3 Working Days of becoming aware) notify the Contractor and the Authority in writing of any of the following of which it is, or ought to be, aware:
 - (a) the occurrence of a Financial Distress Event in relation to the Key Subcontractor; and/or
 - (b) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Subcontractor.
- 28.8 Subcontracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract, and the Contractor shall be responsible for all acts and omissions of its Suppliers as though they are its own.
- 28.9 The Contractor shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under the Contract without prior Approval.
- 28.10 Subject to clause 28.12, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof as it sees fit provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

- 28.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause 28.9, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Authority.
- 28.12 If the rights and obligations of the Authority under the Contract are assigned, novated or otherwise disposed of pursuant to clause 28.10 to a body which is not a Contracting Authority, or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- 28.12.1 the rights of termination of the Authority in clauses 41 (Termination on Change of Control and Insolvency) and 42 (Termination for Contractor on Default) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency or Default of the Transferee;
- 28.12.2 The Contractor's right of termination in clause 45 (Termination by Contractor) shall be available to the Contractor in the event of non-payment by the Transferee save that the period of "40 Working Days" in clause 45.1 shall be reduced to "20 Working Days"; and
- 28.12.3 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.
- 28.13 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- 28.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of whatever further actions, (including the execution of further documents), the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.
29. **WAIVER**
- 29.1 The failure of either Party to insist upon strict performance of any provision of the Contract or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 29.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause 6.
- 29.3 A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.
30. **VARIATION**
- 30.1 The Parties shall comply with the Change Control Procedure in relation to proposing and agreeing Changes.
31. **SEVERABILITY**
- 31.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

31.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

32. **REMEDIES CUMULATIVE**

32.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not exclude the exercise of any other remedy.

33. **EXTENSION OF THE CONTRACT TERM**

33.1 The Authority may by giving the Contractor at least 12 months' written notice before the end of the Initial Contract Period, extend the Contract Period for:

33.1.1 2 years on and from the end of the Initial Contract Period ("**First Extension Period**"); or

33.1.2 1 year on and from the end of the Initial Contract Period.

33.2 If the Authority has extended the Contract Period by 2 years under clause 33.1.1, the Authority may by giving the Contractor at least 12 months' written notice before the end of the First Extension Period, extend the Contract Period for a further period of:

33.2.1 2 years on and from the end of the First Extension Period ("**Second Extension Period**"); or

33.2.2 1 year on and from the First Extension Period.

33.3 If the Authority has extended the Contract Period by a further 2 years under clause 33.2.1, the Authority may by giving the Contractor at least 12 months' written notice before the end of the Second Extension Period, extend the Contract Period for a further period of 1 year on and from the Second Extension Period.

33.4 The provisions of the Contract will apply throughout any and all Extension Periods.

34. **ENTIRE AGREEMENT**

34.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

35. **COUNTERPARTS**

35.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

LIABILITIES

36. **LIABILITY, INDEMNITY AND INSURANCE**

36.1 Neither Party excludes or limits liability to the other Party for:

36.1.1 death or personal injury caused by its negligence, including for the avoidance of doubt, death and personal injury caused by food poisoning;

36.1.2 Fraud; or

36.1.3 fraudulent misrepresentation; or

- 36.1.4 any breach of any obligations imposed by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979.
- 36.2 Subject to clauses 36.1, 36.3 and 36.4.1, the Contractor shall indemnify and keep fully and effectively indemnified the Authority on demand from and against all Losses which the Authority and/or any Authorised User may suffer or incur directly or indirectly as a result of or in connection with:
- 36.2.1 death and personal injury, including for the avoidance of doubt, death and personal injury caused by food poisoning;
- 36.2.2 loss of or damage to property; and/or
- 36.2.3 any third party claim, including (in the case of the Authority) any claim against the Authority by an Authorised User,
- which may arise out of, or in consequence of, any Default by the Contractor.
- 36.3 The Contractor shall not be responsible for any Losses if and to the extent that it is caused by the negligence or wilful misconduct of any Authority's Personnel or the breach by the Authority of its obligations under the Contract.
- 36.4 Subject always to clause 36.1, 36.5 and 36.6:
- 36.4.1 the aggregate liability of the Contractor for all Losses incurred by the Authority under or in connection with the Contract as a result of the Contractor's Default shall not exceed £5,000,000 per Contract Year; and
- 36.4.2 the aggregate liability of the Authority for all Losses incurred by the Contractor under or in connection with the Contract as a result of the Authority's Default shall not exceed £1,000,000 per Contract Year. For the avoidance of doubt, this amount shall exclude any sums payable by the Authority under clause 10.
- 36.5 Subject always to clauses 36.1, 36.2 and 36.6, in no event shall either Party be liable to the other for:
- 36.5.1 loss of profits, business, revenue, goodwill; and/or
- 36.5.2 loss of savings (whether anticipated or otherwise); and/or
- 36.5.3 indirect or consequential loss or damage.
- 36.6 Notwithstanding clause 36.5, the Contractor shall not exclude liability for, and acknowledges that the Authority may recover from the Contractor, Losses of Authorised Users, additional operational, and administrative costs and/or expenses or wasted expenditure whether directly or indirectly consequential upon or resulting from the Default of the Contractor.
- 36.7 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property and any other loss which shall not be less than the aggregate liability of the Contractor per Contract Year under clause 36.4.1. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of six (6) years following the expiration or earlier termination of the Contract.
- 36.8 The Contractor shall hold and shall ensure that all of its Suppliers hold employer's liability insurance in respect of all eligible workers engaged in providing the Services in accordance with any legal requirement from time to time in force.

- 36.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premia due under those policies.
- 36.10 If, for whatever reason, the Contractor fails to ensure that insurances required by the provisions of the Contract are maintained, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 36.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under or in connection with the Contract.

37. WARRANTIES AND REPRESENTATIONS

37.1 The Contractor warrants and represents that:

- 37.1.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 37.1.2 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its parent company) to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- 37.1.3 in entering into the Contract it has not committed any Fraud;
- 37.1.4 as at the Commencement Date, all information contained in the Tender Response remains true, accurate and not misleading, save to the extent that such information is superseded or varied by the Contract or the Contractor has specifically disclosed in writing to the Authority prior to execution of the Contract;
- 37.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- 37.1.6 it is not subject to any contractual obligations, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 37.1.7 no proceeding or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 37.1.8 it owns or has obtained all necessary rights and licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 37.1.9 it owns or has obtained all necessary rights and licences for the Authority and all Authorised Users to use and access the Online Ordering System in accordance with the Contract;
- 37.1.10 in the three (3) years prior to the date of the Contract:
- (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

- 37.1.11 it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

DEFAULT, DISRUPTION AND TERMINATION

38. RECTIFICATION PLAN PROCESS

38.1 In the event that:

38.1.1 during the Mobilisation Phase, there is, or is reasonably likely to be, a Delay;

38.1.2 after the Supply Commencement Date:

- (a) three (3) Critical Performance Failures in relation to any of the Standard Key Performance Indicators occurs in any one month;
- (b) a Critical Performance Failure in relation to the same Standard Key Performance Indicator occurs in three (3) consecutive months;
- (c) two (2) Critical Performance Failures in relation to any of the Priority Key Performance Indicators occur in any one month; and/or
- (d) a Critical Performance Failure in relation to the same Priority Key Performance Indicator occurs in two (2) consecutive months; and/or

38.1.3 the Contractor commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

(each a "**Notifiable Default**"), the Contractor shall notify the Authority of the Notifiable Default as soon as practicable and in any event within 5 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or any other event or occurrence which provides the Authority with a right to terminate under clause 42 (Termination for Contractor Default), the Authority may not terminate the Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

Notification

38.2 If:

38.2.1 the Contractor notifies the Authority pursuant to clause 3.35 that a Notifiable Event has occurred or pursuant to clause 38.1 that a Notifiable Default has occurred; or

38.2.2 the Authority notifies the Contractor that it considers that a Notifiable Event or Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Contractor has to rectify)

then, unless the Notifiable Event or Notifiable Default also constitutes a Rectification Plan Failure or any other event or occurrence which provides the Authority with a right to terminate under clause 42 (Termination for Contractor Default) and the Authority serves notice to terminate, the Contractor shall comply with the Rectification Plan Process.

Submission of the draft Rectification Plan

38.3 The Contractor shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to clause 38.2 (Notification). The Contractor shall

submit a draft Rectification Plan even if the Contractor disputes the occurrence of the Notifiable Event or that it is responsible for the Notifiable Default.

38.4 The draft Rectification Plan shall set out:

38.4.1 full details of the Notifiable Event or Notifiable Default that has occurred, including where relevant, a root cause analysis;

38.4.2 the actual or anticipated effect of the Notifiable Event or Notifiable Default; and

38.4.3 where relevant and appropriate, the steps which the Contractor proposes to take to rectify, resolve and/or mitigate the effect of the Notifiable Event or Notifiable Default and to prevent such Notifiable Event or Notifiable Default from continuing and/or recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

38.5 The Contractor shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Contractor's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, then either Party may refer the matter to be determined in accordance with clause 51 (Dispute Resolution).

Agreement of the Rectification Plan

38.6 The Authority may reject the draft Rectification Plan by notice to the Contractor if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

38.6.1 is insufficiently detailed to be capable of proper evaluation;

38.6.2 will take too long to complete;

38.6.3 will not rectify, resolve or mitigate the effect of the Notifiable Event or Notifiable Default;

38.6.4 will not prevent continuation and/or reoccurrence of the Notifiable Event or Notifiable Default; and/or

38.6.5 will rectify, resolve or mitigate the effect of the Notifiable Event or the Notifiable Default but in a manner which is unacceptable to the Authority.

38.7 The Authority shall notify the Contractor whether it consents to the draft Rectification Plan as soon as reasonably practicable and without undue delay. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Contractor shall take the reasons into account in the preparation of a revised Rectification Plan. The Contractor shall submit the revised draft of the Rectification Plan to the Authority for review within 5 Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

38.8 If the Authority consents to the Rectification Plan:

38.8.1 the Contractor shall immediately start work on the actions set out in the Rectification Plan; and

38.8.2 the Authority may no longer terminate the Contract in whole or in part on the grounds of the relevant Notifiable Event.

39. PERFORMANCE CREDITS AND KEY PERFORMANCE INDICATORS

39.1 The Contractor shall comply with the provisions of Schedule P (Performance Credits and Key Performance Indicators) in relation to the measurement of its performance against Key Performance Indicators and the application of Performance Credits in respect of Performance Failures.

40. **REMEDIAL ADVISER**

40.1 If any of the Intervention Trigger Events occur or the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur or paragraph S10.4 of the Mobilisation Schedule applies ("**Intervention Cause**"), then the Authority may give notice to the Contractor (an "**Intervention Notice**") giving reasonable details of the Intervention Cause and requiring:

40.1.1 a meeting with the National Account Manager to discuss the Intervention Cause; and/or

40.1.2 the appointment as soon as practicable by the Contractor of a Remedial Advisor, as further described in this clause 40.

For the avoidance of doubt, if the Intervention Cause is also an event or occurrence which provides the Authority with a right to terminate under clause 42 (Termination for Contractor Default), the Authority has no obligation to exercise its rights under this clause 40.1 prior to or instead of exercising its right to terminate the Contract.

40.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

40.2.1 the Remedial Adviser shall be:

(a) a person proposed by the Contractor and approved by the Authority; or

(b) if none of the persons proposed by the Contractor have been approved by the Authority (or no person has been proposed by the Contractor) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;

40.2.2 the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and

40.2.3 any right of the Authority to terminate the Contract pursuant to clause 42 (Termination for Contractor Default) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties) (the "**Intervention Period**").

40.3 The Remedial Adviser's overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Contractor's obligations and responsibilities under the Contract), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:

40.3.1 observe the conduct of and work alongside the Contractor's Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;

40.3.2 gather any information the Remedial Adviser considers relevant in the furtherance of its objective;

40.3.3 write reports and provide information to the Authority in connection with the steps being taken by the Contractor to remedy the Intervention Cause;

40.3.4 make recommendations to the Authority and/or the Contractor as to how the Intervention Cause might be mitigated or avoided in the future; and/or

40.3.5 take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.

40.4 The Contractor shall:

- 40.4.1 work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in supplying Products, providing Services and otherwise delivering the Contract as may be recommended by the Remedial Adviser;
 - 40.4.2 ensure that the Remedial Adviser has all the access they may require in order to carry out their objective, including access to any premises and assets;
 - 40.4.3 submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;
 - 40.4.4 implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and
 - 40.4.5 not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).
- 40.5 The Contractor shall be responsible for:
- 40.5.1 the costs of appointing, and the fees charged by, the Remedial Adviser; and
 - 40.5.2 its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this clause 40.
- 40.6 If:
- 40.6.1 the Contractor:
 - (a) fails to perform any of the steps required by the Authority in an Intervention Notice; and/or
 - (b) is in Default of any of its obligations under clause 40.4; and/or
 - 40.6.2 the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period
- (each a "**Remedial Adviser Failure**"), the Authority shall be entitled to terminate the Contract pursuant to clause 42 (Termination for Contractor Default).
41. **TERMINATION ON CHANGE OF CONTROL AND INSOLVENCY**
- 41.1 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:
- 41.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 41.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reorganisation or amalgamation); or
 - 41.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - 41.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

- 41.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- 41.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- 41.1.7 being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 41.1.8 any event similar to those listed in clauses 41.1.1 to 41.1.7 occurs under the law of any other jurisdiction.
- 41.2 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:
 - 41.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
 - 41.2.2 a debt relief order or a debt restriction order has been made in respect of him; or
 - 41.2.3 a petition is presented and not dismissed within fourteen (14) days or order made the Contractor's bankruptcy; or
 - 41.2.4 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - 41.2.5 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - 41.2.6 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within fourteen (14) days; or
 - 41.2.7 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005.
- 41.3 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is a partnership and:
 - 41.3.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with or assignment for the benefit of its creditors; or
 - 41.3.2 it is for any reason dissolved; or
 - 41.3.3 a petition is presented for its winding up or for the making of any administrative order, or an application is made for the appointment of a provisional liquidator; or
 - 41.3.4 a receiver, or similar officer, is appointed over the whole or any part of its assets; or
 - 41.3.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
 - 41.3.6 any of the following occurs in relation to any of its partners:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of his creditors; or
- (b) a petition is presented for his bankruptcy; or
- (c) a receiver, or similar officer, is appointed over the whole or any part of his assets.

41.4 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is a limited liability partnership and:

- 41.4.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 41.4.2 it is for any reason dissolved; or
- 41.4.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986; or
- 41.4.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or
- 41.4.5 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or
- 41.4.6 a receiver, or similar officer, is appointed over the whole or any part of its assets; or
- 41.4.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 41.4.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

41.5 References to the Insolvency Act 1986 in clause 41 shall be construed as references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

41.6 The Contractor shall notify the Authority immediately of a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("**change of control**"). Where in the reasonable opinion of the Authority the change is likely to result in an adverse effect on the supply of the Products and/or the provision of the Services, the Authority may terminate the Contract by notice in writing with immediate effect within six (6) Months of:

- 41.6.1 being notified that a change of control has occurred; or
- 41.6.2 where no notification has been made, the date that the Authority becomes aware of the change of control, but shall not be permitted to terminate where an Approval was granted prior to the change of control.

42. **TERMINATION FOR CONTRACTOR DEFAULT**

42.1 The Authority may terminate the Contract with immediate effect in the event of the following:

- 42.1.1 the Contractor committing a material Default which is irremediable;
- 42.1.2 a Liquidated Damages Trigger Event continuing to subsist beyond the date of expiry of the Liquidated Damages Period;

- 42.1.3 a Rectification Plan Failure;
- 42.1.4 a Remedial Adviser Failure;
- 42.1.5 the occurrence of three (3) or more Critical Performance Failures in relation to any of the Priority Key Performance Indicators in any one month;
- 42.1.6 the occurrence of a Critical Performance Failure in relation to the same Priority Key Performance Indicator in three (3) consecutive months; or
- 42.1.7 the Contractor committing a material Default under any of the following clauses:
 - (a) 18 (Protection of Personal Data);
 - (b) 19 (Freedom of Information); or
 - (c) 20 (Confidentiality);

43. **TERMINATION FOR CONVENIENCE**

- 43.1 The Authority shall have the right to terminate the Contract at any time by giving not less than ninety (90) days' written notice to the Contractor.
- 43.2 In the event the Authority exercises its right under clause 43.1 and the effective date of termination occurs on or before the last day of the Initial Contract Period, the Contractor shall be entitled to recover from the Authority its Unrecovered Mobilisation Costs subject to and in accordance with the remaining provisions of this clause 43.
- 43.3 If, as a direct result of termination of the Contract under clauses 43.1 and 43.2, the Contractor has any Unrecovered Mobilisation Costs which it is seeking to recover from the Authority, the Contractor shall as soon as reasonably practicable (and in any event no later than thirty (30) days after the date of the Authority's termination notice) provide the following to the Authority:
 - 43.3.1 a fully itemised and costed list of all Mobilisation Costs ("**Total Mobilisation Costs**"), whether or not they have been recovered as part of the Contract Price under the Contract, together with evidence that the Total Mobilisation Costs have been reasonably and properly incurred, and minimised and mitigated. Under no circumstance will the Total Mobilisation Costs exceed the costs of mobilisation submitted as part of the Contractor's Tender Response and annexed (in the relevant cost model) to Appendix A of Schedule H (Pricing and Payment); and
 - 43.3.2 details of the basis on which the Total Mobilisation Costs have been amortised over the Initial Contract Period, together with evidence (including accounts and records which demonstrate) that an appropriate proportion (in accordance with the basis of amortisation) of the Total Mobilisation Costs have been attributed to the Contract Price up to the date of the Authority's termination notice;
 - 43.3.3 accounts and records which evidence how much of the Total Mobilisation Costs have been (or will be by the effective date of termination) recovered as part of the Contract Price, and the proposed amount of the Unrecovered Mobilisation Costs.
- 43.4 The Contractor shall provide such other evidence and information as the Authority may reasonably require in order to understand and evaluate the Contractor's claim for Unrecovered Mobilisation Costs. The Contractor shall provide such information as soon as reasonably practicable after the Authority's request.
- 43.5 Following the Contractor's submission of the evidence and information in accordance with clause 43.3 and/or (where applicable) 43.4, the Parties shall act reasonably and in good faith to agree the amount of the Unrecovered Mobilisation Costs.

43.6 The Authority shall pay the Unrecovered Mobilisation Costs to the Contractor within sixty (60) days of receipt of an undisputed invoice for such costs which complies with the provisions of clause 11 (Payment and VAT). The Contractor may issue an invoice for the Unrecovered Mobilisation Costs once the amount of such costs has been agreed between the Parties, provided such invoice is not issued prior to the effective date of termination of the Contract.

43.7 The Authority shall not be liable to pay for any Unrecovered Mobilisation Costs which:

43.7.1 were claimable under insurance held by the Contractor and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

43.7.2 are claimed by the Contractor for loss of margin or profit, due to early termination of the Contract.

44. **TERMINATION FOR PROCUREMENT REASONS**

44.1 The Authority shall have the right to terminate the Contract at any time by giving one (1) Month's written notice to the Contractor where:

44.1.1 this Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015;

44.1.2 the Contractor, at the time this Contract was awarded, was in one of the situations referred to in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57(2) of the Public Contracts Regulations 2015, and should therefore have been excluded from the procurement procedure; or

44.1.3 this Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaty on the European Union, the Treaty on the Functioning of the European Union and Directive 2014/24 that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

45. **TERMINATION BY CONTRACTOR**

45.1 Subject to clause 45.2, the Contractor may, by issuing a notice in writing to the Authority, terminate this Contract if the Authority fails to pay an undisputed sum due to the Contractor under this Contract which in aggregate exceeds £5 million and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Contractor.

45.2 The Contractor's right of termination in clause 45.1 shall not apply where the failure to pay is due to the Authority exercising its rights under clause 12.1.

46. **CONSEQUENCES OF EXPIRY OR TERMINATION**

46.1 Where the Authority terminates the Contract under clause 42 (Termination for Contractor Default) and then makes other arrangements for the supply of Products and/or Services, the Authority (on behalf of itself and Authorised Users) may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority and Authorised Users throughout the remainder of the Contract Period. The Authority shall (and shall procure that Authorised Users shall) take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause 42 (Termination for Contractor Default), no further sums shall be payable by the Authority or any Authorised User to the Contractor for Products and Services supplied by the Contractor prior to termination and in accordance with the Contract (where the payment has yet to be made by the Authority or the relevant Authorised User), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

- 46.2 In the event of any termination or expiry of the Contract the Authority shall be entitled to obtain a refund of the Contract Price paid by the Authority (or any Authorised User) in respect of any part of the Contract which has not been performed by the Contractor.
- 46.3 Upon expiry or termination of all or any part of the Contract, the Contractor shall provide all reasonable assistance and information to the Authority and to any Replacement Contractor appointed by the Authority if requested, to the extent necessary to effect an orderly assumption of responsibility for supplying products and providing services which replace the Products and Services provided by the Contractor.
- 46.4 Notwithstanding that the Contract is approaching expiry or that the Authority has given notice to terminate the Contract, the Contractor acknowledges the importance of being able to, and hereby agrees to continue to, make available and supply Products and provide Services in accordance with the Contract until the end of the Contract Period. Without prejudice to the foregoing, the Contractor commits to proactively managing Suppliers and maintaining stock levels until the end of the Contract Period.
- 46.5 Save as otherwise expressly provided in the Contract:
- 46.5.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- 46.5.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses 9 (Prevention of Fraud and Prevention of Corruption), 11 (Payment and VAT), 12 (Recovery of Sums Due), 16 (The Contracts (Rights of Third Parties) Act 1999), 17 (Authority Data) 18 (Protection of Personal Data), 19 (Freedom of Information), 20 (Confidentiality), 21 (Official Secrets Acts 1911 to 1989 and Section 182 of the Finance Act 1989), 23 (Intellectual Property Rights), 25 (Audit), 32 (Remedies Cumulative), 36 (Liability, Indemnity and Insurance), 37 (Warranties and Representations), 46 (Consequences of Expiry or Termination), 48 (Recovery upon Termination), 50 (Governing Law), 51 (Dispute Resolution) and in Schedule A (Definitions), Schedule H (Pricing and Payment), Schedule I (Commercially Sensitive Information), Schedule J (Monitoring and Management Information), Schedule L (Confidential Contract Information Exceptions), Schedule U (Audit) and any other provision which expressly or by implication is intended to survive termination or expiry of the Contract.
47. **DISRUPTION**
- 47.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of any Site, the Authority, any Authorised User or any Authority's Personnel.
48. **RECOVERY UPON TERMINATION**
- 48.1 On the termination of the Contract for any reason, the Contractor shall:
- 48.1.1 immediately return to the Authority or relevant Authorised User all Confidential Information, Personal Data and IP Materials subject to Intellectual Property Rights in its possession or in the possession or under the control of any Suppliers, which were obtained or produced under or in connection with the Contract;
- 48.1.2 immediately deliver to the Authority or relevant Authorised User all Property (including materials, documents, information and access keys) provided to the Contractor under or in connection with the Contract (save for copies required by the Contractor for statutory audit or archive purposes). Such Property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

- 48.1.3 assist and co-operate with the Authority to ensure an orderly transition of the provision of the Products or Services to the Replacement Contractor and/or the completion of any work in progress;
 - 48.1.4 promptly provide all information concerning the supply of the Products and the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Products have been supplied and the Services have been provided or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence;
 - 48.1.5 provide the Authority (for the benefit of itself and all Authorised Users) with a copy of all Deliverables undertaken to date (whether completed or not) in their state at that time and, at the Authority's option, return or destroy all other copies in the Contractor's possession or control; and
 - 48.1.6 at the Authority's request novate any agreements between the Contractor and any third parties that are relevant to the receipt of the Products or Services by the Authority and Authorised Users.
- 48.2 If the Contractor fails to comply with clauses 48.1.1 or 48.1.2, the Authority (acting on behalf of itself or any Authorised User) may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its Suppliers where any such items may be held.
49. **FORCE MAJEURE**
- 49.1 Subject to the remaining provisions of this clause 49 (and, in relation to the Contractor only, subject to its compliance with its obligations in Schedule Q (Business Continuity and Disaster Recovery) and the BCDR Plan), neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure.
- 49.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 49.1 it shall immediately notify the other Party by the most expeditious method then available and shall inform the other Party of the effect on its obligations under the Contract and the steps it proposes to take to mitigate such effect, and the period for which it is estimated that such failure or delay shall continue.
- 49.3 Each Party shall use all reasonable endeavours to mitigate the effect of Force Majeure and continue to perform its obligations under the Contract for the duration of such Force Majeure.
- 49.4 If the Contractor is affected by Force Majeure, it will not be relieved of its obligations under clause 49.1 to the extent that the consequences of the Force Majeure:
- 49.4.1 are capable of being prevented or mitigated by the Contractor's compliance with Schedule Q (Business Continuity and Disaster Recovery) and the BCDR Plan; and/or
 - 49.4.2 should have been foreseen and prevented or mitigated by a prudent supplier of goods and services similar to those provided under the Contract, and operating to requirements and standards equivalent to those required under the Contract.
- 49.5 If such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 90 days either Party may terminate the Contract with immediate effect by notice in writing.
- 49.6 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by any Supplier member of the Contractor's or Personnel shall be regarded as due to Force Majeure only if that Supplier or member of the Contractor's Personnel is itself impeded by Force Majeure from complying with an obligation to the Contractor.

DISPUTES AND LAW

50. GOVERNING LAW

- 50.1 Subject to the provisions of clause 51 (Dispute Resolution), the Authority and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

51. DISPUTE RESOLUTION

- 51.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other Party of the dispute and, such efforts shall involve the escalation of the dispute to the Director of Commercial and/or Procurement (or equivalent) of each Party where required.
- 51.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 51.3 If the dispute cannot be resolved by the Parties pursuant to clause 51.1 the dispute shall be referred to mediation pursuant to the procedure set out in clause 51.5 unless the Parties agree that the dispute is not suitable for resolution by mediation.
- 51.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Contractor's Personnel shall comply fully with the requirements of the Contract at all times.
- 51.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 51.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party may within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
 - 51.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for the mediation to be held. If considered appropriate, the Parties may at any stage seek assistance and guidance from the Centre for Effective Dispute Resolution or other mediation provider on a suitable procedure for the mediation;
 - 51.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 51.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - 51.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
 - 51.5.6 if the Parties fail to reach agreement within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the court unless the dispute is referred to arbitration pursuant to the procedures set out in clause 51.7.

- 51.6 Subject to clause 51.2, the Parties shall not institute court proceedings until the procedures set out in clauses 51.1, 51.3 and 51.5 have been completed save that:
- 51.6.1 the Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 51.7;
 - 51.6.2 if the Contractor intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of clause 51.7; and
 - 51.6.3 the Contractor may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of clause 51.7, to which the Authority may consent as it sees fit.
- 51.7 In the event that any arbitration proceedings are commenced pursuant to clause 51.6:
- 51.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
 - 51.7.2 the Authority shall give a written notice of arbitration to the Contractor ("**the Arbitration Notice**") stating:
 - (a) that the dispute is referred to arbitration; and
 - (b) providing details of the issues to be resolved;
 - 51.7.3 the London Court of International Arbitration ("**LCIA**") procedural rules in force at the date that the dispute was referred to arbitration in accordance with clause 51.7.2 shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - 51.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - 51.7.5 if the Parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Authority under clause 51.7.2 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 51.7.6 the arbitration proceedings shall take place in London and in the English language; and
 - 51.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.

REDACTED

REDACTED

SIGNED by:

Dated

Name: **REDACTED**

Position: **REDACTED**

for and on behalf of **The Secretary of State for Justice**

REDACTED

REDACTED

SIGNED by:

Dated

Name: **REDACTED**

Position: **REDACTED**

for and on behalf of **BFS GROUP LIMITED T/A BIDVEST FOODSERVICE**

SCHEDULE A

DEFINITIONS

"Acceptance"

means:

- (a) in respect of a Deliverable, the point at which the Authority issues an Acceptance Certificate confirming that the Deliverable has satisfied all of its Acceptance Criteria (which may be conditional upon and subject to the rectification of any issue(s) with the Deliverable by a date specified by the Authority pursuant to paragraph S8.6.1 of Schedule S (Mobilisation)); and
- (b) in respect of a Mobilisation Milestone, the point at which the Authority issues an Acceptance Certificate confirming that all Deliverables relating to that Mobilisation Milestone have been Accepted as set out in paragraph (a) of this definition,

and **"Accept"** and **"Accepted"** shall be construed accordingly;

"Acceptance Certificate"

means a certificate materially in the form of the document contained in Annex 4 to Schedule S (Mobilisation) which is issued by the Authority pursuant to paragraph S8 of Schedule S (Mobilisation) when a Deliverable or Mobilisation Milestone has been Accepted;

"Acceptance Criteria"

means in respect of each Deliverable, those criteria set out in the Mobilisation Plan by reference to which the Deliverable (or any part thereof) subject to Testing may be accepted or rejected by the Authority;

"Accounts Transaction Form"

means a form which is to be completed by the Contractor in respect of any Performance Credits and/or Liquidated Damages payable by the Contractor under this Contract, such form to be agreed by the Parties in accordance with paragraph [9] of Schedule H (Pricing and Payment);

"Affiliate"

means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Agency Driver"

means a person who is not a full-time employee of the Contractor but who is contracted on a short-term or one-off basis by the Contractor to carry out a delivery to a Site in the event that no Delivery Driver is available;

"Agreed Delivery Day"

has the meaning given to it in paragraph G3.11 of Schedule G (Specification);

"Allergenic Ingredients"

means those substances or products causing allergies or intolerances as listed in Annex II of Regulation (EU) No 1169/2011 of the European Parliament and of the Council on the provision of food information to consumers, as amended from time to time;

"Alternative Product"

means a product which:

- (a) is provided as a short-term replacement for a Product which is unavailable when ordered; and
- (b) is different to the Product it is replacing (by reference to the Product Range) but which can be used in a comparable way

by the Authorised User, such as cauliflower in place of broccoli;

"Annual Review"

means the annual meeting between the Authority and the Contractor to agree and document the changes to the Movement Rate Cost taking place no later than 15 Working Days prior to the beginning of each Supply Year during the Contract Period (other than the first Supply Year);

"Apprentice"

means a worker who is a party to an approved apprenticeship agreement in England as defined in Section A1(3) of the Apprenticeships, Skills, Children and Learning Act 2009 (as amended by the Deregulation Act 2015) or an apprenticeship agreement in Wales as defined in Section 32 of the Apprenticeships, Skills, Children and Learning Act 2009 (as amended by the Deregulation Act 2015);

"Approval"

means the written consent of the Authority;

"Approved Halal Slaughterhouse"

has the meaning given to it in paragraph G11.3 of Schedule G (Specification);

"Audit Schedule"

means Schedule U (Audit);

"Audit Agents"

means:

- (a) the Authority's internal and external auditors;
- (b) the Authority's statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) any party formally appointed by the Authority to carry out audit or similar review functions provided that such party:
 - (i) enters into reasonable confidentiality arrangements with the Authority in relation to Confidential Information of the Contractor;
 - (ii) satisfies any necessary security clearance requirements; and
 - (iii) would not create a material conflict of interest for the Contractor that could not be managed through the use of ethical walls;
- (e) any Relevant Authority; and
- (f) successors or assigns of any of the above;

"Authorised User"

means any user authorised by the Authority from time to time as being able to order Products and receive the Services for the benefit of prisoners and non-prisoners at Sites under the Contract, including, for the avoidance of doubt, any third parties appointed and/or otherwise engaged by the Authority from time to time in connection with the operation of Sites (whether wholly or partly) and/or the provision of services (whether catering or otherwise) to Sites;

"Authorised User Personnel"	means all employees, agents and consultants of an Authorised User;
"Authority Confidential Information"	means all Personal Data and any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, know-how, personnel, and suppliers of the Authority and/or any Authorised User, including the Delivery Schedule and all Intellectual Property Rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
"Authority Data"	means: <ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: <ul style="list-style-type: none"> (i) supplied to the Contractor by or on behalf of the Authority and/or any Authorised User; or (ii) generated, processed, stored or transmitted pursuant to the Contract, including in connection with the creation and maintenance of the Catalogue and the processing, invoicing, payment, other administration and fulfilment of Orders (whether supported by the Online Ordering System or the Fall-Back Option); and (b) any Personal Data for which the Authority and/or any Authorised User is the Data Controller;
"Authority Delay"	has the meaning set out in paragraph S11.1 of Schedule S (Mobilisation);
"Authority's Personnel"	means all employees, agents and consultants of the Authority;
"Authority Programme Board"	means the relevant Governance Body described in Appendix B to Schedule O (Governance);
"Authority Responsibility"	means a task which the Contractor requires the Authority to perform or a dependency which the Contractor requires the Authority to provide in order for the Contractor to complete Mobilisation and "Authority Responsibilities" shall be construed accordingly;
"Authority's Halal Standard"	means the Authority's standard for the preparation and production of halal Products, as set out in Appendix A to Schedule G (Specification);
"BCDR Plan"	means the Business Continuity and Disaster Recovery Plan (a Controlled Document) at Schedule Q ;
"Benchmarking Company"	means an independent third party appointed under paragraph [2] of Appendix B of Schedule H (Pricing and Payment);
"Benchmark Report"	means the report produced by the Benchmarking Company following the Benchmark Review as further described in paragraph [3.3.3] of Appendix B of Schedule H (Pricing and Payment);

"Benchmark Review"	means an exercise carried out in accordance with paragraph [3] of Appendix B of Schedule H (Pricing and Payment) to determine whether a proposed variation in the Commodity Cost of a Product Case in respect of the relevant Quarter is aligned relative to price variations in the Comparison Product Case during the then current Quarter;
"BRC Global Standards"	means the British Retail Consortium standards relating to quality, safety and operational criteria, as further described at: http://www.brcglobalstandards.com/Manufacturers/Food.aspx ;
"Carbon Trust Standard"	means the standard for the reduction of greenhouse gas emissions set by the Carbon Trust, as further described at: https://www.carbontrust.com/client-services/footprinting/footprint-certification/carbon-trust-standard/ ;
"Catalogue"	means the directory of Products which the Contractor shall make available for Order by Authorised Users;
"CD Register"	means the Controlled Document with this title which sets out the list of agreed Controlled Documents as amended from time to time. The version as at the Commencement Date is set out in Annex 3 of Schedule N (Change Control Procedure);
"Change in Law"	means any change in Law which impacts on the performance of the Services and/or the supply of Products, which comes into force after the Commencement Date;
"Change Control Procedure"	means the procedure for dealing with Contract Changes set out in Schedule N (Change Control Procedure);
"Change Communication"	means any Change Request, Impact Assessment, Change Note or other communication sent or required to be sent pursuant to Schedule N (Change Control Procedure);
"Change Note"	means a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule N (Change Control Procedure);
"Change Request"	means a written request for a Contract Change which shall be substantially in the form of Annex 1 of Schedule N (Change Control Procedure);
"Collection Note"	means the document provided by the Contractor to the relevant Authorised User to confirm the collection of Packs in accordance with paragraph G9.3, which shall be of a generic format, provided in hard copy and containing all relevant details of the collection including the quantity of Packs collected and a description of such Packs;
"Commencement Date"	means the date on which the Contract is signed by both Parties;
"Commercial and Contract Management Board"	means the relevant Governance Body described in Appendix B to Schedule O (Governance);
"Commercially Sensitive Information"	means the information listed in Schedule I (Commercially Sensitive Information);
"Commodity Appraisal Panel"	means the body responsible for carrying out the functions set out in paragraph G6 of Schedule G (Specification), as further described in Schedule O (Governance);

"Commodity Cost"	means the charge for a Product Case;
"Common Veterinary Entry Documents"	means the official document used in all EU member states to pre-notify the arrival of live animals (excluding pets), live animal products and products of animal origin intended for import to or transit through the EU from third countries;
"Comparable Supply"	means the supply of products or services to another customer of the Contractor that are the same or similar to the supply of Products, provision of Services or any other material aspect of support or delivery under the Contract;
"Comparison Product Case"	means a comparable product and case size supplied by a sample of suppliers which in the Benchmarking Company's professional opinion provides a fair comparator with the Product Case for Benchmarking Review purposes;
"Confidential Contract Information Exceptions"	means: <ul style="list-style-type: none"> (a) the information set out in Schedule L (Confidential Contract Information Exceptions) as at the Commencement Date; or (b) following Acceptance of an updated Schedule L (Confidential Contract Information Exceptions) during Mobilisation, such updated Schedule;
"Confidential Information"	means the Authority's Confidential Information and/or the Contractor's Confidential Information;
"Consumer Price Index" or "CPI"	means the consumer price index 12-month rate published from time to time by the Office for National Statistics;
"Contingency Period"	has the meaning set out in paragraph S9.2 of Schedule S (Mobilisation);
"Contract"	means this written agreement (as amended) between the Authority and the Contractor comprising the Terms and Conditions, the Schedules, the Appendices and Annexes and the Controlled Documents;
"Contract Change"	means any change to this Contract;
"Contract Managers and Delivery Drivers Handbook"	means the Controlled Document with this title, version 1.0 of which is contained in Appendix H to Schedule G (Specification);
"Contract Period"	means the period from the Commencement Date to: <ul style="list-style-type: none"> (a) the date of expiry of the Initial Contract Period; or (b) following an extension pursuant to clause 33 (Extension of the Contract Term), the date of expiry of the Extension Period; or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract;
"Contract Price"	means the amount (exclusive of any applicable VAT), payable to the Contractor by the Authority (or the relevant Authorised User) under the Contract, as set out in the Pricing and Payment Schedule;
"Contract Year"	means a period of 12 months commencing on and from the Commencement Date, and thereafter a period of 12 months commencing on and from each anniversary of the Commencement

	Date, provided that the final Contract Year shall end at the end of the Contract Period;
"Contracting Authority"	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2015, and "Contracting Authorities" shall be construed accordingly;
"Contractor Pre-Existing IPRs"	means any and all Intellectual Property Rights created or developed by or on behalf of the Contractor: <ul style="list-style-type: none"> (a) prior to the Commencement Date; and/or (b) independently of the Contract;
"Contractor Product Specification"	means the full and detailed documentary information relating to each Product made available for Order by the Contractor, which shall be, at a minimum, sufficient to enable the Contractor to populate the Catalogue in accordance with paragraph G2.2;
"Contractor's Confidential Information"	means any information which has been designated as confidential by either party in writing or that ought reasonably to be considered as confidential, however it is conveyed, including information that relates to the business affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Contractor's Personnel"	means all employees, agents and consultants of the Contractor and its Suppliers;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Controlled Document" or "CD"	means a document which is identified in this Contract as a "Controlled Document" and which may only be amended through the Document Change Control Procedure;
"Critical Performance Failure"	means, in respect of a Key Performance Indicator, where the level of performance by the Contractor is below the threshold stated in the "Critical Performance Failure Threshold" column of Table A - Priority KPIs and Table B - Standard KPIs of Annex 1 of Schedule P (Performance Credits and Key Performance Indicators) in respect of the relevant monthly measurement period;
"Crown"	means the government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies;
"Customer Complaints Procedure"	means the Contractor's procedure for handling complaints and issues raised by the Authority and/or Authorised Users, to be defined in accordance with Schedule S (Mobilisation);

"Cut-Off Time"	means 10am;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	means the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Default"	means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach, fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or their Personnel in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other;
"DEFRA Balanced Scorecard"	means the document published by the Department for the Environment, Food and Rural Affairs, which provides a framework for groups or individuals buying food or catering services for the public sector to evaluate the cost of those services, as further described at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419245/balanced-scorecard-annotated-march2015.pdf ;
"Delay"	means any delay by the Contractor in performing any of its obligations under this Contract, which shall be deemed to include: <ul style="list-style-type: none"> (a) a delay in the Acceptance of a Mobilisation Milestone by its Milestone Date; or (b) a delay in the Acceptance of a Deliverable by its Due Date;
"Deliverable"	means an item or feature delivered or to be delivered by the Contractor during Mobilisation at or before its Due Date;
"Delivery Driver"	means a person who is employed by the Contractor for the purpose of carrying out the delivery of Orders, which for the avoidance of doubt shall include regular and relief drivers, but shall exclude Agency Drivers;
"Delivery Model"	means the key aspects of the Contractor's delivery approach and model included in its Tender Response, as set out in Appendix L (Delivery Model) of Schedule G (Specification);
"Delivery Note"	means the document provided by the Contractor to the relevant Authorised User to confirm the delivery of Orders in accordance with paragraph G4.6 of Schedule G (Specification), which shall be of a generic format, provided in hard copy and containing all relevant details of the delivery including the quantity of Products delivered and a description of such Products;
"Delivery Point"	means the point (of which there may be more than one) within each Site to which the Contractor may be required to deliver an Order according to the nature of delivery (for example, prisoner catering or non-prisoner catering), as set out in the Delivery Schedule;

"Delivery Schedule"	means the Controlled Document set out in Appendix D (Site Details and Delivery Points, Delivery Schedule Percentage of Spend per Site) of Schedule G (Specification), which indicates the days of the week on which deliveries may be made to Sites by the Contractor in respect of the various categories of Product listed (Food Packing Services, ambient, fresh and chilled and frozen);
"Depot List"	means the list of the Contractor's depot locations, to be defined in accordance with Schedule S (Mobilisation) and maintained by the Contractor thereafter;
"Document Change Control Procedure"	has the meaning given to it in paragraph N9.3 of Schedule N (Change Control Procedure);
"Due Date"	means a due date for a Deliverable as set out in the Mobilisation Plan;
"Emergency"	means a business critical situation which is not reasonably foreseeable by the Authority and/or an Authorised User, such as a fire, explosion, serious power failure, flood, bursting of water apparatus or pipes, riot or serious disorder;
"Emergency Order"	means an Order placed by an Authorised User in accordance with paragraph G3.14 of Schedule G (Specification);
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Equipment"	means any and all vehicles, equipment, plant, materials and such other items used by or on behalf of the Contractor in connection with the delivery of Products;
"Exceptional Product"	means a Product which is not a fresh produce Product (identified in the Contractor's cost model at Appendix A with a tender code containing the prefix "FRE" and a description starting FRESH") which has been affected by market movements which were not reasonably foreseeable by the Contractor, acting diligently, at the time of submission of its Tender Response;
"Exceptional Product Price Adjustment"	means the increase or decrease in the Commodity Cost of an Exceptional Product agreed during the Mobilisation Phase to take effect on the Supply Commencement Date;
"Expected Order Log"	has the meaning given to it in paragraph G3.16 of Schedule G (Specification);
"Extension Period"	means any and all periods of extension under clause 33 (Extension of the Contract Term);
"Fall-Back Mobilisation Plan"	means the section of the Mobilisation Plan which contains a detailed plan for the completion of all Mobilisation Services for the implementation of the Fall-Back Option by the Planned Supply Commencement Date, which complies with the relevant requirements of paragraph S2 of Schedule S (Mobilisation);
"Fall-Back Option"	means the non-web based ordering system required to be designed, developed, implemented, used and supported by the Contractor in accordance with this Contract, including the requirements set out in

Appendix G (Ordering System) of Schedule G (Specification), in the event the Authority exercises its right to require such a system in place of the Online Ordering System pursuant to clause 5;

"Fast-track Change"

means any Contract Change which the Parties agree to expedite in accordance with paragraph N8 of Schedule N (Change Control Procedure);

"Financial Distress Event"

means any of the following:

- (a) the Contractor, or any Key Sub-contractor issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (b) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor, or any Key Sub-contractor;
- (c) the Contractor, or any Key Sub-contractor committing a material breach of covenant to its lenders;
- (d) a Key Sub-contractor notifying the Authority and/or an Authorised User that the Contractor has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or
- (e) commencement of any litigation against the Contractor, or any Key Sub-contractor with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- (f) non-payment by the Contractor, or any Key Sub-contractor of any financial indebtedness;
- (g) any financial indebtedness of the Contractor, or any Key Sub-contractor becoming due as a result of an event of default; or
- (h) the cancellation or suspension of any financial indebtedness in respect of the Contractor, or any Key Sub-contractor,

in each case which either Party reasonably believes (or would be likely reasonably to believe) could directly impact on the continued supply of Products, provision of Services and/or delivery of the Contract in accordance with the Contract;

"Fleet Register"

has the meaning set out in paragraph S2.2.6 of Schedule S (Mobilisation);

"FOIA"

means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Food Packing Services"

means the activity organised and coordinated by the Authority, involving the preparation and packing of Packs to be collected and stored by the Contractor until ordered, in accordance with paragraph G9 of Schedule G (Specification);

"Force Majeure"	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act, neglect or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:</p> <p>(a) any industrial action occurring within the organisation of the Contractor or its supply chain; or</p> <p>(b) any other failure in the supply chain;</p>
"Fraud"	means any offence under the Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;
"FTA Manager's Guide to Distribution Costs"	means the document with this title produced by the Freight Transport Association on an annual basis;
"Full Case Equivalent"	means a case size equivalent to that which is made available by the Contractor for Order, and which in all cases meets the Technical Specification;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply;
"General Food Law"	means the General Food Law Regulation (EC) 178/2002, which sets out general principles of food safety, including a requirement on food businesses to place safe food on the market, for traceability of food, for presentation of food and for the withdrawal or recall of unsafe food placed on the market;
"General Food Quality Standard"	means the document included within the Quality Standards in Appendix B (Quality Standards) of Schedule G (Specification) headed "Food Quality Standards", as may be amended from time to time, which sets out a general statement of requirements in respect of the quality of all Products;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Contract and all applicable Law, and the degree of skill and care, diligence, prudence, efficiency, foresight and timeliness which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
"Goods Receipt Note"	has the meaning given to it in paragraph G4.7 of Schedule G (Specification);
"Governance Body"	means a governance body named in Appendix B to Schedule O (Governance) or paragraph S6 of paragraph S (Mobilisation) and "Governance Bodies" shall be construed accordingly;
"Government Buying Standards for Food and Catering"	means the standards that all central government departments and their related organisations must ensure that they meet when buying food products or catering services, as further described at:

	https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services ;
"Greening Government Commitments"	means the agreed targets for central government departments and their agencies to reduce greenhouse gas emissions, waste and water consumption, as further described at: https://www.gov.uk/government/publications/greening-government-commitments-targets ;
"Halal Certificate"	has the meaning given to it in paragraph G11.8 of Schedule G (Specification);
"Halal Certifier"	has the meaning given to it in paragraph G11.4 of Schedule G (Specification);
"Impact Assessment"	means an assessment of a Change Request in accordance with paragraph N5 of Schedule N (Change Control Procedure);
"Information"	has the meaning given under section 84 of the FOIA;
"Initial Contract Period"	means the period of 4 years from and including the Supply Commencement Date;
"Intellectual Property Rights" or "IPRs"	means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
"Intervention Cause"	has the meaning given in clause 40.1;
"Intervention Period"	has the meaning given in clause 40.2.3 (Intervention Period);
"Intervention Trigger Event"	means: <ul style="list-style-type: none"> (a) a Liquidated Damages Trigger Event continuing to subsist beyond the date of expiry of the Liquidated Damages Period; (b) a Rectification Plan Failure; (c) the Contractor committing a material Default which is irremediable; (d) the occurrence of three (3) or more Critical Performance Failures in relation to any of the Priority Key Performance Indicators in any one Month; and/or (e) the occurrence of a Critical Performance Failure in relation to the same Priority Key Performance Indicator in three (3) consecutive Months;
"Initial Benchmark"	has the meaning given in paragraph 6.2 of Schedule H (Pricing and Payment);

"Initial Tracker Period"	has the meaning given in paragraph 6.2.3(b) of Schedule H (Pricing and Payment);
"IP Materials"	has the meaning given in clause 23.1;
"Issuing Party"	means the Party which issues a proposed Change Request;
"Key Performance Indicator"	means a key performance indicator set out in Table A - Priority KPIs and Table B - Standard KPIs of Annex 1 of Schedule P (Performance Credits and Key Performance Indicators);
"Key Personnel"	means those persons appointed by the Contractor to fulfil the Key Roles, being the persons listed in Appendix F to Schedule G (Specification) against each Key Role as at the Commencement Date, as such list is updated in accordance with clause 3.11;
"Key Role"	means a role identified as a 'Key Role' in Appendix F to the Specification and any additional roles added from time to time in accordance with clause 3.12;
"Key Subcontractor"	<p>means any Supplier which, in the reasonable opinion of the Authority, performs (or would perform if appointed) a critical role in supporting delivery of the Contract, and for these purposes the following shall be considered (without limitation) to be critical:</p> <ul style="list-style-type: none"> (a) the design, development, implementation, hosting and/or support of the Online Ordering System; (b) the provision of all or a significant proportion of the delivery, logistics and/or distribution support required under the Contract; and/or (c) the provision of all or a significant proportion of the procurement, sourcing and/or supply of Products under the Contract, and for these purposes any third party engaged to procure, source and/or supply 20% or more of the Products in the Catalogue shall be considered to provide a significant proportion; and (d) the provision of all or a significant proportion of support required for the Food Packing Services, whether in connection with the supply of Products, preparation of Packs and/or the collection and/or redistribution of Packs.
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice (whether industry or otherwise), judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Contractor is bound to comply;
"Liquidated Damages Period"	<p>means:</p> <ul style="list-style-type: none"> (a) where paragraph S10.1 of Schedule S (Mobilisation) applies, the period from (but excluding) the Planned Supply Commencement Date to (and including) the later of the Supply Commencement Date and the date that is thirty five (35)

	Working Days after the Planned Supply Commencement Date; or
	(b) where paragraph S10.2 of Schedule S (Mobilisation) applies, the period from (and including) the date that is twenty one (21) Working Days after the start of the Contingency Period to (and including) the later of the Supply Commencement Date and the date that is thirty five (35) Working Days after the date that is twenty (20) Working Days after the start of the Contingency Period;
"Liquidated Damages"	means liquidated damages payable to the Authority by the Contractor pursuant to either paragraph S10.1 or S10.2 of Schedule S (Mobilisation), as applicable;
"Liquidated Damages Trigger Event"	has the meaning given in paragraph S10.3 of the Schedule S (Mobilisation);
"Losses"	means losses, liabilities, demands, claims, proceedings, actions, damages, costs and expenses (including but not limited to legal and other professional expenses, costs of investigation, costs of litigation and costs of settlement), judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Management Information"	means the data and information to be provided by the Contractor to the Authority under the Contract, including reports as specified in Appendix B to Schedule J (Monitoring and Management Information);
"Milestone and Deliverable Matrix"	means the table of Mobilisation Milestones and Deliverables set out in Annex 1 to Schedule S (Mobilisation);
"Milestone Date"	means the date by which a Mobilisation Milestone must be Accepted as set out in the Mobilisation Plan (being the last Due Date for a Deliverable relating to that Mobilisation Milestone as also set out in the Mobilisation Plan);
"Mobilisation Costs"	means costs incurred by the Contractor as a result of the performance of its obligations during the Mobilisation Phase, including in connection with any Deliverable and Mobilisation Milestone;
"Mobilisation Manager"	means the person appointed as such by each Party pursuant to paragraph S4.1.1 of Schedule S (Mobilisation);
"Mobilisation Milestone"	means a phase of Mobilisation during which certain Deliverables must be Accepted pursuant to Schedule S (Mobilisation);
"Mobilisation Phase"	means the period commencing on and from the Commencement Date and ending on the Planned Supply Commencement Date;
"Mobilisation Plan"	means the Controlled Document with this title to be developed by the Contractor and approved by the Authority pursuant to paragraph S2 of Schedule S (Mobilisation);
"Mobilisation Project Board"	means the governance board described in paragraph S6.3 of Schedule S (Mobilisation);
"Mobilisation Services"	means all work and activities required to be completed by the Contractor to enable the Contractor to commence the supply of Products, Food Packing Services and of access to and use of the Online Ordering

	System or the Fall-Back Option (as applicable depending on the rights exercised by the Authority pursuant to clause 5);
"Mobilisation Team"	has the meaning set out at paragraph S4.1.2 of Schedule S (Mobilisation);
"Mobilisation Working Group"	means the governance board described in paragraph S6.4 of Schedule S (Mobilisation);
"Monitoring Schedule"	means Schedule J (Monitoring & Management Information);
"Month"	means a calendar month;
"Monthly KPI Report"	has the meaning given to it in paragraph P1.3 of Schedule P (Performance Credits and Key Performance Indicators);
"Movement Rate Cost"	means Per Product Case the employment and transportation costs, any other ancillary costs and any associated Mobilisation Costs and shall be fixed for each Supply Year;
"National Account Manager"	means the individual to be identified by the Contractor in accordance with paragraph G13.1 of Schedule G (Specification);
"Non-Catalogue Requests"	has the meaning given to it in paragraph G1.6 of Schedule G (Specification);
"Notifiable Default"	has the meaning given in clause 38.1;
"Notifiable Event"	has the meaning given in clause 3.35;
"Online Ordering System"	means the online ordering system required to be designed, developed, implemented, hosted, supported and used by the Contractor in accordance with this Contract, including the requirements set out in Appendix G (Ordering System) of Schedule G (Specification);
"Order"	means an order placed by an Authorised User in accordance with paragraph G3 of Schedule G (Specification) for Products to be delivered by the Contractor;
"Outline Mobilisation Plan"	means the outline plan for the completion of all Mobilisation Services by the Planned Supply Commencement Date set out in Annex 2 to Schedule S (Mobilisation);
"Packs"	means the packs containing various Products, which are prepared in the course of the Food Packing Services being performed, and which are collected and stored by the Contractor until ordered, in accordance with paragraph G9 of Schedule G (Specification), each a "Pack" ;
"Packing Station"	means the location within a Site at which the Food Packing Services are performed;
"Performance Board"	means the relevant Governance Body described in Appendix B to Schedule O (Governance);
"Performance Credit"	means a credit payable by the Contractor due to the occurrence of one or more instances of Performance Failure;
"Performance Failure"	means, in respect of a Key Performance Indicator, where the level of performance by the Contractor is below the Performance Threshold in

	the measured time period and which, for the avoidance of doubt, includes Critical Performance Failures;
"Performance Threshold"	means, in respect of each Key Performance Indicator, the minimum acceptable level of performance stated in the "Performance Threshold" column of Table A - Priority KPIs and Table B - Standard KPIs of Annex 1 of Schedule P (Performance Credits and Key Performance Indicators);
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Personnel"	means the Authority's Personnel and/or the Contractor's Personnel;
"Plan for Public Procurement: Food and Catering"	means the Government's plan for improved procurement of food in the public sector, which sets out what standards the public sector and suppliers are encouraged to follow when buying food and catering services, as further described at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/332756/food-plan-july-2014.pdf ;
"Planned Supply Commencement Date"	means the target date set out in the Mobilisation Plan from which Authorised Users can Order and the Contractor shall supply Products to Sites either using the Online Ordering System or the Fall-Back Option (as applicable);
"Previous Quarter Day"	has the meaning given in paragraph 6.2.2 of Schedule H (Pricing and Payment);
"Pricing and Payment Schedule"	means Schedule H (Pricing and Payment)
"Priority Key Performance Indicator"	means a Key Performance indicator set out in Table A - Priority KPIs of Annex 1 of Schedule P (Performance Credits and Key Performance Indicators);
"Prison Service Instruction"	means mandatory instructions relating to prison services issued by the Authority that have a definite expiry date, which may be used to introduce amendments to Prison Service Orders (PSOs);
"Prison Service Order"	means mandatory instructions relating to prison services issued by the Authority that are intended to last for an indefinite period;
"Process"	has the meaning given to it under the Data Protection Legislation and, for the purposes of the Contract, it shall include both manual and automatic processing, and "Processing" shall be construed accordingly;
"Procurement Card System"	means a system and processes for payment of ordered Products using a third party procurement card, i.e. a credit facility made available by the third party using on-line processes;
"Price Adjustment Tracker"	means a percentage increase or decrease in the price of a Comparison Product Case (measured over a given three month period) as determined by the Benchmarking Company in accordance with Appendix B of Schedule H (Pricing and Payment);
"Procurement Card"	means the account facility (i.e. a 'virtual card') used to make payment to the Contractor using the Procurement Card System;

"Product Case"	means the minimum quantity of a Product which can be ordered by an Authorised User as set out in the Catalogue in force from time to time during the Contract Period;
"Product Range"	means the list of Products contained in Appendix A (Product Range) of Schedule G (Specification), which the Contractor shall make available for Order via the Catalogue;
"Product Recall"	means any recall of Products which is triggered: <ul style="list-style-type: none"> (a) by the producer, manufacturer or a Supplier of the Product in question for any reason; or (b) by the Contractor in accordance with paragraph G7.1 of Schedule G (Specification);
"Product"	means a product which is listed in the Catalogue;
"Property"	means the property, other than any real property, issued or made available to the Contractor by the Authority and/or any Authorised User in connection with the Contract;
"Quality Standards"	means the standards to be met by the Contractor in respect of the quality of Products as set out in Appendix B (Quality Standards) of Schedule G (Specification), as may be amended from time to time and which, for the avoidance of doubt, includes the General Food Quality Standard;
"Quarter"	means the period: (i) from and including the Supply Commencement Date to the date prior to the first Quarter Day; and (ii) thereafter from and including a Quarter Day up to the date prior to the subsequent Quarter Day (and in the case of the end of the Contract Period from the last Quarter Day to the end of the Contract Period), and "Quarterly" shall be construed accordingly;
"Quarter Day"	means each 1 May, 1 August, 1 November and 1 February during the Contract Period;
"Quarterly Review"	means the meeting between the Authority and the Contractor to document the outcome of the Benchmarking Review and agree changes to the Catalogue in accordance with paragraph G2.7 of Schedule G (Specification);
"Receipt"	means the physical or electronic arrival of the invoice at the address of the Authority detailed at clause 6 or at any other address given by the Authority to the Contractor for the submission of invoices;
"Receiving Party"	means the Party which receives a proposed Change Request;
"Rectification Plan Failure"	means: <ul style="list-style-type: none"> (a) the Contractor's failure to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in clauses 38.4 (Submission of the draft Rectification Plan) or 38.8 (Agreement of the Rectification Plan); (b) the Authority, acting reasonably, rejecting the revised draft of the Rectification Plan submitted by the Contractor pursuant to clause 38.7 (Agreement of the Rectification Plan);

	<p>(c) the Contractor failing to rectify a material Default within the later of:</p> <p>(i) 30 Working Days of a notification made pursuant to clause 38.2 (Notification); and</p> <p>(ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Contractor can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Contractor must rectify the material Default; or</p> <p>(d) following the successful implementation of a Rectification Plan, the same Notifiable Event or Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Event or Notifiable Default;</p>
"Rectification Plan Process"	means the process set out in clauses 38.3 (Submission of the draft Rectification Plan) to 38.8 (Agreement of the Rectification Plan);
"Rectification Plan"	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Event or Notifiable Default;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority, and "Regulatory Body" shall be construed accordingly;
"Relevant Authority"	means any court with the relevant jurisdiction and any local, national or supra-national agency, authority, inspector (including the Prison Inspector and the Probation Inspector), minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;
"Relevant Conviction"	means a conviction that is relevant to the nature of the Contract or as listed by the Authority and/or relevant to the work of the Authority;
"Relevant Index"	means each index used to determine whether elements of the Movement Rate Cost shall be subject to variation, as specified in the table at paragraph 6.4 of Schedule H (Pricing and Payment);
"Relevant Index Report"	means a report setting out the percentage change, if any, (up or down) in each Relevant Index over a period of 12 months, determined using the Relevant Index last published prior to the date of the Report;
"Remedial Adviser Failure"	has the meaning given in clause 40.6 (Remedial Adviser);
"Remedial Adviser"	means the person appointed pursuant to clause 40.2 (Remedial Adviser);
"Repeat Performance Failure Multiplier"	means the factor by which Performance Credits are multiplied in the event of repeated Performance Failure in consecutive months, as further described in paragraph 2.4 of Schedule P (Performance Credits and Key Performance Indicators);

"Replacement Contractor"	means any third party service provider appointed by the Authority to supply any products or services which are substantially similar to any of the Products or Services, and which the Authority receives in substitution for any of the Products or Services following the expiry, termination or partial termination of the Contract;
"Requests for Information"	shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);
"Service Error Recovery Process"	means the Contractor's procedure for rectifying Service Errors in accordance with Schedule S (Mobilisation) and the minimum requirements set out in paragraph G4.16 of Schedule G (Specification);
"Service Error"	means a failure which affects the Contractor's ability to fulfil an Order satisfactorily, which may include late delivery of Orders, non-delivery of Orders, delivery of incorrect Products and delivery of damaged or unacceptable Products;
"Services"	means any and all of the services, support, operations, processes, facilities and activities required to be provided under the Contract and any ancillary services, support, operations, processes, facilities and activities under the Contract, including in connection with providing the Online Order System and/or Fall-Back Option; supporting the processing, invoicing, payment and other administration of Orders; procuring, sourcing and supplying Products; supporting the Food Packaging Services; developing and delivering the Deliverables and any other IP Materials, and providing the Mobilisation Services;
"Site Representative"	means any representative of the Authority or of any Authorised User who is authorised to place Orders;
"Site"	means a site in respect of which an Authorised User may place or has placed an Order for Products and/or the site where the relevant Products are delivered or due to be delivered, as set out in the Site Details in force from time to time during the Contract Period;
"Site Details"	means the details set out in the Delivery Schedule , indicating the name, address, operational capacity, status (whether a contracted prison or public sector prison), name of contracted prison operator (if relevant) and catering provider in relation to each Site;
"Specification"	means the specification set out in Schedule G (Specification) including, the attached Appendices and Annexes and any document or standard incorporated by reference;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"Standard Key Performance Indicator"	means a Key Performance Indicator set out in Table B - Standard KPIs of Annex 1 of Schedule P (Performance Credits and Key Performance Indicators);
"Standard Order Time"	means 12 midday;
"Standards"	means the standards set out and/or referred to in the Contract, including those set out and referred to in the Specification, but excluding the Quality Standards and the General Food Quality Standards;
"Substitute Product"	means a product which:

	<ul style="list-style-type: none"> (a) is provided as a short-term replacement for a Product which is unavailable when ordered; and (b) falls within the same category of Product as the Product it is replacing (by reference to the Product Range) and is a 'like-for-like' comparison, such as an alternative brand of and comparable in nature to the same Product;
"Supplier"	means any third party which forms part of the Contractor's supply chain (whether engaged directly by the Contractor or by any other supplier in the Contractor's supply chain) to source and/or supply Products, provide the Services, provide facilities and/or services to support delivery of the Services, and/or otherwise support delivery of the Contract including, for the avoidance of doubt, Key Subcontractors;
"Supply Commencement Date"	means the actual date on and from which Authorised Users can Order and the Contractor shall supply Products either using the Online Ordering System or the Fall-Back Option (as applicable);
"Supply Location"	<p>means any premises (including any Authority premises, Contractor premises, Supplier premises or third party premises):</p> <ul style="list-style-type: none"> (a) from, to or at which: <ul style="list-style-type: none"> (i) Products are grown or sourced, processed or prepared, packaged, stored, distributed or otherwise handled; (ii) the Services are (or are to be) provided; or (iii) the Contractor and/or any Supplier manages, organises or otherwise directs the provision or the use of the Products and/or Services; or (b) where any part of the Online Ordering System is situated;
"Supply Year"	means each period of a year commencing from and including the Supply Commencement Date and thereafter from and including each anniversary of the Supply Commencement Date during the Contract Period, and, where applicable being the period of less than a year from the last anniversary of the Supply Commencement Date in the Contract Period to the end of the Contract Period;
"Sustainability Plan"	the sustainability, corporate social responsibility and environmental plan submitted by the Contractor as part of its Tender Response, attached in its initial form at Appendix K (Sustainability Plan) of Schedule G (Specification), which sets out the steps the Contractor will take to conform to the Authority's ethical and environmental aims, policies and targets;
"Technical Specifications"	means the specifications to be met by the Contractor in respect of each Product as set out in Appendix C (Technical Specifications) of Schedule G (Specification), as may be amended from time to time;
"Tender Response"	means any document(s) submitted by the Contractor to the Authority in response to the Authority's invitation to tender for this Contract;
"Test Plan"	means the Contractor's plan for the completion of all Testing (including Test scripts where required by the Authority);

"Testing"	means the test(s) to be carried out pursuant to the Mobilisation Plan to test whether a Deliverable satisfies its Acceptance Criteria and "Test" shall be construed accordingly;
"Top Up Order"	means an Order which may be placed subsequent to a primary Order for contingency purposes, such as supplementing the primary Order with items which have been inadvertently omitted from an order, and which shall be administered by the Parties in accordance with paragraph G3 of Schedule G (Specification);
"Total Mobilisation Costs"	has the meaning given in clause 43.3.1;
"Traceability"	means traceability as defined in General Food Law;
"Unit of Measure"	means the size of an individual unit of Product included in a Product Case (in its relevant quantity);
"Unit Price"	means, for a Product Case, the Commodity Cost and Movement Rate Cost as set out in the relevant Part of Appendix A as at the Commencement Date and, once approved, the Catalogue in force from time to time during the Contract Period;
"Unrecovered Mobilisation Costs"	means that proportion of the Mobilisation Costs which has not been recovered as part of the Contract Price and may be recoverable from the Authority subject to and in accordance with clauses 43.2 to 43.7 in the event the Authority exercises its right to terminate the Contract for convenience under clause 43.1;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Waste Reduction Action Plan"	means the plan set out at: http://www.wrap.org.uk/content/resource-revolution-creating-future ;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

SCHEDULE C: PRISONS

C1. Access to Authority Premises

- C1.1. Where the Contractor's Personnel are required to have a pass for admission to Sites or any other premises occupied by or on behalf of the Authority (or relevant Authorised User) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Contractor's Personnel who cannot produce a proper pass when required to do so by any of the Authority's Personnel or Authorised User's personnel, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the relevant Site or premises or required to leave those premises if already there.
- C1.2. The Contractor shall promptly return any pass if at any time the Authority or Authorised User so requires it or if the person to whom the pass was issued ceases to be involved in the performance of the Contract. The Contractor shall promptly return all passes on completion or earlier termination of the Contract.
- C1.3. The Contractor's Personnel and vehicles used by the Contractor at Sites or any other premises occupied by or on behalf of the Authority (or relevant Authorised User) may be stopped, examined and searched and such personnel may be photographed, fingerprinted or required to submit to other physical measurement at any time. The Contractor is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005. Searches shall only be conducted on the specific authority of the Authority or Authorised User under the same rules and conditions applying to the Authority's Personnel or Authorised User's personnel and/or visitors. The Contractor is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 67/2011.

C2. Security

- C2.1. Whilst on Sites or any other premises occupied by or on behalf of the Authority (or relevant Authorised User) the Contractor's Personnel shall comply with all security measures implemented by the Authority and/or Authorised User in respect of staff and other persons attending those premises. The Authority shall provide copies (or arrange for copies to be provided) of written security procedure(s) to the Contractor on request. The Contractor and all members of the Contractor's Personnel shall be prohibited from taking any photographs on or of the Sites or any other premises occupied by or on behalf of the Authority (or relevant Authorised User) unless the Authority or Authorised User has given prior approval and an authorised representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without the Authority's Approval.
- C2.2. The Contractor shall co-operate with any investigation relating to security which is carried out by the Authority, any Authorised User or by any other person who is responsible to or authorised by the Authority or any Authorised User for security matters, and when required by the Authority or relevant Authorised User shall:
- C2.2.1. take all reasonable measures to make any Contractor's Personnel identified by the Authority or relevant Authorised User available to be interviewed by or on behalf of the Authority, or relevant Authorised User, for the purposes of the investigation. Contractor's Personnel shall have the right to be accompanied by and to be advised or represented by the other person whose attendance at the interview is acceptable to the Authority or relevant Authorised User; and

- C2.2.2. subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the Authority, Authorised User or their authorised nominee(s), for the purposes of the investigation, so long as the provision of that material does not prevent the Contractor from performing the Contract. The Authority and Authorised User shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Contractor with a copy of any material retained.

C3. Offences and Authorisation

- C3.1. The Contractor in providing the Products and Services will comply with the provisions of PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time. Nothing in the Contract shall be deemed to provide any "authorisation" to the Contractor in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

SCHEDULE E: INFORMATION SECURITY

Section I: Process measures to manage information risk

- E1. The Contractor must:
 - E1.1. identify, keep and disclose to the Authority upon request a record of those members of the Contractor's Personnel and any sub-contractors with access to or who are involved in handling Authority Data ("users"); and
 - E1.2. provide to the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of protected personal data and ICT security incidents and its procedures for reducing risk and raising awareness; and
 - E1.3. immediately report information security incidents to the Authority. Significant actual or potential losses of personal data may be shared with the Information Commissioner and the Cabinet Office by the Authority.

Section II: Specific minimum measures to protect personal information

- E2. The Contractor must be particularly careful to protect Authority Data whose release or loss could cause harm or distress to individuals. The Contractor must:
 - E2.1. handle all such Authority Data as if it were confidential while it is processed or stored by the Contractor or its sub-contractors, applying the measures in this Schedule.
- E3. When Authority Data is held on paper it must be kept secure at all times and locked away when not in use at the premises on which it is held. If Authority Data held on paper is transferred it must be by an approved secure form of transfer with confirmation of receipt. When Authority Data is held and accessed on ICT systems on secure premises, the Contractor must apply such processes and protections which are consistent with those applied in Good Industry Practice as well as any additional protections as needed as a result of the Authority's risk assessment. Where in exceptional circumstances equivalent measures are adopted the Contractor must obtain the Authority's prior Approval in writing.
- E4. Wherever possible, Authority Data should be held and accessed on paper or ICT systems on secure premises protected as above. This means the Contractor should avoid the use of removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) for storage or access to such data where possible. Where the Authority agrees that this is not possible the Contractor should work to the following hierarchy, recording the reasons why a particular approach has been adopted in a particular case or a particular business area:
 - E4.1. best option: hold and access data on ICT systems on secure premises:
 - E4.2. second best option: secure remote access, so that data can be viewed or amended without being permanently stored on the remote computer. This is possible for Authority Data over the internet using products meeting the FIPS 140-2 standard or equivalent, unless otherwise agreed with the Authority;
 - E4.3. third best option: secure transfer of Authority Data to a remote computer on a secure site on which it will be permanently stored. Both the Authority Data at rest and the link should be protected at least to the FIPS 140-2 standard or equivalent, unless otherwise agreed with the Authority. Protectively marked Authority Data must not be stored on privately owned computers unless they are protected in this way;

- E4.4. in all cases the remote computer should be password protected, configured so that its functionality is minimised to its intended business use only, and have up to date software patches and anti-virus software.
- E5. Where the Authority agrees that it is not possible to avoid the use of removable media, the Contractor should apply all of the following conditions: -
 - E5.1. the Authority Data transferred to the removable media should be the minimum necessary to achieve the business purpose, both in terms of the numbers of people covered by the Authority Data and the scope of Authority Data held. Where possible only anonymised Authority Data should be held;
 - E5.2. Unless otherwise agreed with the Authority the removable media should be encrypted to a standard of at least FIPS 140-2 or equivalent in addition to being protected by an authentication mechanism, such as a password;
 - E5.3. user rights to transfer Authority Data to removable media should be carefully considered and strictly limited to ensure that this is only provided where absolutely necessary for business purposes and subject to monitoring by the Contractor and the Authority; and
 - E5.4. the individual responsible for the removable media should handle it – themselves or if they entrust it to others – as if it were the equivalent or a large amount of their own cash.
- E6. Where the Authority agrees that the second condition of encryption in paragraph E5 cannot be applied due to business continuity and disaster recovery considerations, such unprotected Authority Data should only be recorded, moved, stored and monitored with strong controls.
- E7. All material that has been used for confidential Authority Data should be subject to controlled disposal. The Contractor must:
 - E7.1. destroy paper records containing protected Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and
 - E7.2. dispose of electronic media that has been used for protected Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.
- E8. The Contractor must have appropriate mechanisms in place in order to comply with the Authority's requirements as set out in this Schedule, including adequate training in handling confidential data for the Contractor's Personnel.
- E9. The Contractor must:
 - E9.1. put in place arrangements to log activity of data users in respect of electronically held protected Personal Data and for managers to check it is being properly conducted, with a particular focus on those working remotely and those with higher levels of functionality. Summary records of managers' activity must be shared with the Authority and be available for inspection by the Information Commissioner's Office on request;
 - E9.2. minimise the number of users with access to the Authority Data.

Annex A

Minimum scope of Authority Data which is protected personal data

In the absence of specific instructions from the Authority, all the data identified in the table below is data whose release or loss in the Authority's view could cause harm or distress to individuals. The Contractor and its sub-contractors must treat the information identified below as protected Personal Data.

1. one or more of the pieces of information which can be used along with public domain information to identify and individual	combined with	2. information about that individual whose release is likely to cause harm or distress
Name/addresses (home or business or both)/post code/e-mail/telephone numbers/ driving licence number/date of birth [Note that driving licence number is included in this list because it directly yields date of birth and first part of surname]		Sensitive Personal Data as defined by s.2 of the Data Protection Act, including records relating to the criminal justice system, and group membership DNA or fingerprints/bank, financial or credit card details/mother's maiden name/National Insurance number/Tax, benefit or pension records/health records/employment record/school attendance or records/material relating to social services including child protection and housing



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G1. Supply of Goods

- G1.1. The Contractor shall make all Products in the Catalogue available for Order.
- G1.2. All Products supplied by the Contractor shall be of consistent quality and shall comply with:
 - G1.2.1. the corresponding Technical Specification for the Product in question; and
 - G1.2.2. the corresponding Quality Standard for the Product in question (including, in all cases, the General Food Quality Standard).
- G1.3. In the event of any conflict or inconsistency between the Technical Specifications and the Quality Standards, the Technical Specifications shall take priority.
- G1.4. Changes to the Technical Specifications and the Quality Standards may only be proposed by the Authority and shall be subject to the Change Control Procedure set out in Schedule N (Change Control Procedure).
- G1.5. The Contractor shall maintain a robust supply chain and good stock and inventory management to minimise risk of Products being unavailable when ordered.
- G1.6. Authorised Users may from time to time request the Contractor to supply Products that are not listed in the Catalogue ("Non-Catalogue Requests"). Where such a request is made, the Contractor shall use all reasonable endeavours to supply the Product requested and shall, where necessary, discuss the request with the relevant Site Representative to agree the steps to be taken. In all cases, the Contractor shall confirm receipt of Non-Catalogue Requests in writing and such receipt shall specify the delivery time agreed between the Authorised User and the Contractor. The Authority shall consider the frequency with which Non-Catalogue Requests are placed when considering requests by the Contractor to add Products to the Catalogue in accordance with paragraph G2.7.
- G1.7. The Contractor shall maintain the Contractor Product Specifications and shall promptly provide a copy of the Contractor Product Specification corresponding to any given Product if requested by the Authority.

G2. Catalogue Production and Maintenance

- G2.1. The Contractor shall ensure that the Catalogue contains all Products listed in the Product Range. The information in the Catalogue shall reflect the Contractor Product Specifications provided by the Contractor as part of its Tender Response.
- G2.2. The Catalogue must be prepared in Excel format and must contain, at a minimum, the following information in relation to each Product:
 - G2.2.1. Unique Product Number;

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- G2.2.2. Prisoner/Non Prisoner Categorisation;
- G2.2.3. Supplier Product Number;
- G2.2.4. Product Description;
- G2.2.5. Case Size;
- G2.2.6. Unit of Measure;
- G2.2.7. Price Per Unit;
- G2.2.8. Price Per Case;
- G2.2.9. Movement Rate Cost;
- G2.2.10. Total Case Price including Movement Rate; and
- G2.2.11. Picture of Product (only applicable to the Online Ordering System).
- G2.3. The Contractor shall ensure that the Catalogue is kept up to date to reflect all changes to the Catalogue agreed with the Authority.
- G2.4. The Contractor shall be responsible for providing the Catalogue on the Online Ordering System and shall ensure that, at all times, the version of the Catalogue on the Online Ordering System is the most recently approved and up-to-date version.
- G2.5. Subject to paragraph G2.6, no later than ten (10) Working Days prior to each Quarter Day the Contractor shall submit an update of the Catalogue in Excel format for approval by the Authority. Following such approval being given by the Authority, the updated Catalogue shall replace the previous version of the Catalogue. The Contractor shall be responsible for providing the approved Catalogue on the Online Ordering System.
- G2.6. If no changes are proposed to the Catalogue by either Party in a given Quarter, the process set out in paragraph G2.5 shall not apply in respect of the relevant Quarter.
- G2.7. Subject to paragraph G2.8, in the event that the Authority and/or the Contractor wishes to make a change to the Catalogue in order to:
 - G2.7.1. introduce one or more new Products (whether brand new or as a replacement for an existing Product); or
 - G2.7.2. amend information contained in the Catalogue in respect of any Product (such as the case size in which a Product is delivered),such changes shall be proposed in advance of the Quarterly Review and shall be discussed and agreed at the Quarterly Review.
- G2.8. The Authority reserves the right to require the Contractor to make changes to the Catalogue at any time in order to:
 - G2.8.1. correct errors and/or inaccuracies (as determined at the Authority's sole discretion) in the Catalogue;

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- G2.8.2. introduce a new Product or pack size into the Catalogue to replace a Product or pack size that has become permanently unavailable; and
- G2.8.3. remove a Product that has become permanently unavailable.
- G2.9. The Contractor shall ensure that the Catalogue contains all Products in the Product Range at all times. In the event of any conflict or inconsistency between the agreed Catalogue and the Product Range, the Product Range shall take priority. The Authority and the Contractor acknowledge that in some cases, changes to the Catalogue may require corresponding changes to be made to the Product Range to ensure consistency between the two. Only the Authority may initiate any such changes to the Product Range, which shall be subject to the Change Control Procedure set out in Schedule N (Change Control Procedure).
- G2.10. The Contractor shall at all times maintain and make available to the Authority on request a full record of all changes to the Catalogue, including the dates on which all changes are agreed and implemented.

G3. Ordering

Ordering System

- G3.1. The Contractor shall develop, design, implement, host and support an Online Ordering System as detailed in Part 1 of Appendix G (Ordering System).
- G3.2. If required to do so by the Authority, the Contractor shall implement the Fall-Back Option as detailed in Part 2 of Appendix G (Ordering System).
- G3.3. Within each Site will be a number of account codes (reflecting different cost centres) which are accessible by the relevant system user(s) (on behalf of the relevant Authorised User) within that Site. The Contractor shall create a separate unique reference for each account code at each Site. The Contractor shall treat each Order as a discrete transaction to manage effective Order traceability and reconciliation.

Administration of Orders

- G3.4. If an Order is placed using the Online Ordering System, the Contractor shall follow the process set out in Part 1 of Appendix G (Ordering System). If an Order is placed using the Fall-Back Option, the Contractor shall follow the process set out in Part 2 of Appendix G (Ordering System).
- G3.5. All Non-Catalogue Requests will be placed using a 'free text' order submitted to the Contractor by email in .pdf format.
- G3.6. Each Order shall relate to a single Site. The Contractor shall have the ability to receive Orders on a 24 hours per day, 7 days per week basis, but shall not be expected to process such Orders at the time of receipt where this is outside normal working hours.

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- G3.7. The Contractor shall not be required to carry out a delivery to a specified Site unless the total value (by reference to the Catalogue) of all Orders to be delivered to such Site on a given delivery day (which shall include Orders placed in relation to all accounts at that Site) equates to a total value of £150 or more. Where the total value of all such Orders is less than £150, delivery shall be subject to agreement between the relevant Authorised User and the Contractor, and the relevant Authorised User acknowledges that a proportionate delivery charge may be applied to such Orders by the Contractor.
- G3.8. To assist with the administration of Orders, the Contractor shall create a separate location identifier for each Delivery Point within each Site and shall ensure that its customer service staff are familiar with these identifiers.
- G3.9. Except as specified in paragraph G3.10, the Contractor shall not be obliged to accept oral Orders.
- G3.10. Where, as determined by an Authorised User, the transmission or receipt of Orders is prevented by the failure of the Contractor's systems or processes, the Contractor shall accept oral Orders and the Contractor shall accept payment for such Orders by telephone and email.
- G3.11. The Contractor shall comply with the Delivery Schedule. The Delivery Schedule indicates the days of the week on which deliveries may be made to Sites by the Contractor in respect of the various categories of Product listed (Food Packing Services, ambient, fresh and chilled and frozen)(the "Agreed Delivery Days"). The Agreed Delivery Days have been established with prisons based on the requirements of the Site in question and reflect relevant factors such as the amount of storage space at Sites.
- G3.12. Subject to paragraphs G3.13 to G3.15, the Contractor shall not be obliged to deliver an Order on an Agreed Delivery Day where such Order is received after the Standard Order Time on the day that falls three (3) days prior to the Agreed Delivery Day or, in respect of Top Up Orders, is received after the Standard Order Time that falls two (2) days prior to the Agreed Delivery Day. Saturdays and Sundays shall be excluded when calculating whether an Order is received after the Standard Order Time for the purposes of this paragraph G3.12. Three worked examples are provided below to illustrate how this calculation shall be carried out.

Worked example 1:

For a delivery of ambient Products to a Site in respect of which the Agreed Delivery Day is a Thursday, the Order must be received by no later than 16:00 hours on Monday of the same week, and any Top Up Orders must be received by no later than 12:00 hours on Tuesday of the same week.

Worked example 2:

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For a delivery of frozen Products to a Site in respect of which the Agreed Delivery Day is a Monday, the Order must be received by no later than 16:00 hours on Wednesday of the previous week, and any Top Up Orders must be received by no later than 12:00 hours on Thursday of the previous week.

Worked example 3:

For a delivery of fresh and chilled Products to a Site in respect of which the Agreed Delivery Day is a Saturday, the Order must be received by no later than 16:00 hours on Wednesday of the same week, and any Top Up Orders must be received by no later than 12.00 hours on Thursday of the same week

- G3.13. The Contractor shall deliver all Top Up Orders by the relevant Agreed Delivery Day in accordance with the Delivery Schedule and shall contact the relevant Authorised User to agree the delivery arrangements where necessary. Authorised Users shall endeavour to minimise their use of Top Up Orders and shall not use Top Up Orders as a substitute for the standard ordering procedure.
- G3.14. If necessitated by an Emergency, Authorised Users may place Emergency Orders. An Authorised User shall communicate the requirement for an Order to be treated as an Emergency Order to the Contractor and the Contractor shall provide confirmation in writing of any Order which it is treating as an Emergency Order. The relevant Authorised User and the Contractor shall discuss delivery arrangements for Emergency Orders on a case-by-case basis and the Contractor acknowledges that such delivery is likely to be required as a matter of urgency. The Authority and the Contractor shall periodically review the level of Emergency Orders to ensure that these are only being placed when necessitated by a genuine Emergency.
- G3.15. If, other than in an Emergency, an Authorised User requires an Order to be delivered at short notice (such as in advance of the next Agreed Delivery Day) the Contractor shall use all reasonable endeavours to meet the Authorised User's requirements and shall contact the relevant Authorised User to agree the delivery arrangements for the Order. Authorised Users shall endeavour to minimise their requirement for such deliveries and acknowledge that where the Contractor is required to employ additional resources to make the delivery, a proportionate delivery charge may be applied to such Orders by the Contractor.
- G3.16. The Contractor shall create and maintain a log of the Orders which it expects to receive by reference to the Delivery Schedule (the "Expected Order Log").
- G3.17. On a daily basis and in relation to each Site, the Contractor shall cross refer all Orders received with the Expected Order Log and shall:

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- G3.17.1. if an Order has not been received (or an Order has been received which the Contractor believes to be incomplete) by the Cut-Off Time, inform the relevant Site Representative no less than sixty (60) minutes before the Standard Order Time that no Order (or an incomplete Order) has been received;
- G3.17.2. if an Order has been received which is not expected on the day in question by reference to the Delivery Schedule, contact the relevant Site Representative to confirm that the Order can be fulfilled and, if required, agree the delivery arrangements that will take place; and
- G3.17.3. if an Order has been received which the Contractor believes contains errors or omissions or is otherwise unclear, contact the relevant Site Representative to verify the Order.

Substitute and Alternative Products

- G3.18. If the Contractor is unable to supply a Product that is ordered due to unavailability, the Contractor shall:
 - G3.18.1. in the first instance, undertake reasonable efforts to source the Product from elsewhere to enable delivery to take place on the Agreed Delivery Day;
 - G3.18.2. if such Product cannot be sourced and delivered on the Agreed Delivery Day, substitute the Product for a Substitute Product which can be delivered on the Agreed Delivery Day; and
 - G3.18.3. if no Substitute Product can be provided due to unavailability, substitute the Product for an Alternative Product which can be delivered on the Agreed Delivery Day.
- G3.19. The Contractor shall ensure that all Substitute Products and Alternative Products comply with the Technical Specifications and the Quality Standards.
- G3.20. Substitute Products and Alternative Products are not limited to Products included in the Catalogue, however when selecting Alternative Products, the Contractor shall select items from the Catalogue in preference to non-Catalogue items.
- G3.21. When the Contractor becomes aware that a Substitute Product will be required, it shall inform the relevant Site Representative as soon as reasonably practicable and shall advise the relevant Site Representative of the Substitute Product that will be provided.
- G3.22. When the Contractor becomes aware that an Alternative Product will be required, it shall inform the relevant Site Representative as soon as practicable and shall advise the relevant Site Representative of the Alternative Product that it proposes to provide. The Contractor shall not deliver the Alternative Product without first having obtained the approval of the relevant Site Representative.

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- G3.23. The Contractor shall supply the Substitute Product or Alternative Product in a volume that is equivalent to the originally ordered Product and in a similar pack and/or case size as far as practicable. Where the Contractor proposes to deliver a Substitute Product or Alternative Product in a case size which is less than the minimum case size in the relevant Technical Specification, it shall not do so without having first obtained the approval of the relevant Site Representative.
- G3.24. The Contractor shall minimize the use of Substitute Products and Alternative Products. The supply of Substitute Products and Alternative Products shall not necessitate changes to the Catalogue, save that the Authority reserves the right to require a Product to be removed from the Catalogue if that Product is being substituted by a Substitute Product or an Alternative Product on a regular basis.
- G3.25. If the Contractor substitutes the same Product with a Substitute Product or an Alternative Product in respect of deliveries to more than one Site within a single two (2) week period, it shall advise the Authority on the reason for the substitutions, the action it proposes to take to remedy the situation and the Substitute Products or Alternative Products that have or will be offered to the affected Sites.
- G3.26. If a Product becomes unavailable on a permanent or long-term basis, the Contractor shall propose a change to the Catalogue to introduce a replacement Product in accordance with paragraph G2.7 above.

G4. Deliveries

- G4.1. The Contractor shall make all deliveries within the agreed delivery time windows as set out in the Delivery Schedule.
- G4.2. The Contractor shall ensure it is capable of completing deliveries to the Delivery Points at each Site and complying with any Site restrictions, including those identified in Appendix D (Site Details, Delivery Points, Delivery Schedule and Percentage of Spend per Site).
- G4.3. If the Authority wishes to add a new Site to the Delivery Schedule, it shall give the Contractor not less than ninety (90) days' notice in writing of such change, which shall in all cases be subject to the Change Control Procedure set out in Schedule N (Change Control Procedure). In the event of such a change, a corresponding change will be made to the Site Details and shall include all relevant details including the name and address of the Site and the relevant Authorised User.
- G4.4. All changes to the Delivery Schedule other than those described in paragraph G4.3, shall be subject to the Document Change Control Procedure set out in Schedule N (Change Control Procedure).

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- G4.5. Delivery of Emergency Orders shall be completed in accordance with paragraph G3.14 above. Delivery of Non-Catalogue Requests shall be completed as agreed and documented between the relevant Authorised User and the Contractor.
- G4.6. Upon completion of a delivery, the Contractor shall provide the Authorised User's Personnel at the Delivery Point with a Delivery Note that accurately reflects the Products delivered (including any discrepancies with the Order such as missing or substituted Products). Neither the Authority nor any Authorised User shall be liable to pay for Products which are not accompanied by a Delivery Note.
- G4.7. Authorised Users shall complete a receipt of delivery (a "Goods Receipt Note" or "GRN") within 24 hours of receipt of a Delivery Note. The Contractor acknowledges that without a Delivery Note Authorised Users will be unable to complete the receipting procedure.
- G4.8. An Order shall be treated as having been fulfilled when the Goods Receipt Note is provided by the Authorised User. The issue of the Goods Receipt Note shall not constitute any acknowledgement of the absence of a Service Error, the condition, quantity or nature of the Products, or the Authorised User's acceptance of the Products.
- G4.9. Risk in the Products shall, without prejudice to any other rights or remedies of the Authorised User, pass to the Authorised User when delivery is completed to the Authorised User's reasonable satisfaction.
- G4.10. Ownership of the Products shall, without prejudice to any other rights or remedies of the Authorised User, pass to the Authorised User at the time of delivery (or payment, if earlier).
- G4.11. The Contractor shall provide at no additional charge to the Authority or any Authorised User any information relating to the delivery of Orders as may reasonably be requested by the Authority or any Authorised User, such as additional proof of delivery, copies of invoices, copies of orders and details of any payments received or outstanding, in each case within five (5) Working Days of the request.
- G4.12. Substitute Products and Alternative Products must be clearly marked as such, including details of the Product which they are substituting.
- G4.13. The Contractor is responsible for ensuring that Orders are delivered and unloaded at the location indicated by the Authorised User's Personnel at the Delivery Point. The Contractor shall provide suitable equipment appropriate for unloading the delivery at the Delivery Point as required.
- G4.14. The Contractor shall ensure that all deliveries comply with the requirements set out in Appendix H (Transport Managers and Delivery Drivers Handbook).
- G4.15. The Contractor shall ensure that all delivery vehicles shall be fitted with telematics systems or devices to enable the Contractor to monitor and record information about the vehicle, such

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information to include (but not be limited to) location, temperature and unscheduled or unauthorised door openings. The Contractor shall provide copies of these records upon request at no additional charge to the Authority.

Service Errors

G4.16. At all times, the Service Error Recovery Process shall provide as a minimum that:

- G4.16.1. if a delivery is going to be late, the Contractor must alert the relevant Authorised User as soon as it is aware and, if possible, in advance of the planned delivery time;
- G4.16.2. if a delivery is going to be missed altogether, the Contractor must alert the relevant Authorised User as soon as it is aware (and, if possible, in advance of the planned delivery time) and must agree an alternative time with the relevant Authorised User to make the delivery, which should in any case be as soon as reasonably possible;
- G4.16.3. if a delivery is missing a Product that was ordered (and no Substitute Product or Alternative Product is provided), the Contractor shall agree an alternative time with the relevant Authorised User to deliver the missing Product, which shall in any case be as soon as reasonably possible;
- G4.16.4. if a delivery contains a Product that is damaged or is rejected for other reasons by the relevant Authorised User (acting reasonably), such as 'use by' or 'best before' dates having expired, the Contractor must agree an alternative time with the relevant Authorised User to deliver a replacement Product, which shall in any case be as soon as reasonably possible;
- G4.16.5. if a delivery contains a substitute Product that does not, in the reasonable opinion of the relevant Authorised User, meet the contractual definition of a Substitute Product, the Contractor must agree an alternative time with the relevant Authorised User to deliver a replacement Product, which shall in any case be as soon as reasonably possible;
- G4.16.6. if a delivery contains an alternative Product that differs from the Alternative Product agreed with an Authorised User pursuant to paragraph G3.22, the Contractor must agree an alternative time with the relevant Authorised User to deliver a replacement Product, which shall in any case be as soon as reasonably possible;
- G4.16.7. in respect of all of the re-deliveries referred to paragraphs G4.16.2 to G4.16.6, these shall be made at no additional cost to the Authority and/or Authorised Users;
- G4.16.8. Authorised Users may report Service Errors up to twenty-four (24) hours following the time of delivery and is under no obligation to check the accuracy and completeness of Orders at the Delivery Point;

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- G4.16.9. in respect of any missing Products or Products which are to be replaced by the Contractor, Authorised Users may opt to receive a credit note instead of a replacement Product, including where the relevant Authorised User and the Contractor cannot agree suitable delivery arrangements for the replacement Product; and
- G4.16.10. any Products which are to be collected from Sites (such as damaged Products) shall be collected by the Contractor within twenty-four (24) hours of the Contractor being made aware of the Service Error by an Authorised User.
- G4.17. Where an Authorised User reasonably believes a Service Error has occurred, such Authorised User shall contact the Contractor and the Contractor shall follow the Service Error Recovery Process until the Service Error has been rectified to the Authorised User's reasonable satisfaction.
- G4.18. Authorised Users shall ensure that any Products which are to be collected by the Contractor in the course of the Service Error Recovery Process are stored in the correct conditions appropriate to that Product until such collection takes place, in accordance with the timescales for collection set out in the Service Error Recovery Process.

Delivery Drivers

- G4.19. The Contractor shall create and maintain a list of all Delivery Drivers. This list shall include the names of permanent drivers and relief drivers used to cover holiday and sickness absence when necessary. The Contractor shall keep this list up to date and shall provide a copy to the Authority on a quarterly basis and on request. The Authority shall have the right to require the Contractor to cease using any named Delivery Driver at its sole discretion, for example on grounds of persistent lateness.
- G4.20. The Contractor shall ensure that all Delivery Drivers and Agency Drivers are vetted in accordance with Good Industry Practice prior to carrying out any deliveries. The Authority shall have the right to carry out periodic audits to verify the Contractor's vetting procedures.
- G4.21. The Contractor shall ensure all Delivery Drivers are fully trained on the requirements set out in Appendix H (Transport Managers and Delivery Drivers Handbook) prior to carrying out any deliveries.
- G4.22. The Contractor shall only use Agency Drivers to carry out deliveries if no Delivery Drivers are available (including relief drivers). The Contractor shall plan or organise deliveries so as to minimise the use of Agency Drivers and shall inform the Authority and the relevant Authorised User(s) in each instance that an Agency Driver carries out a delivery prior to such delivery being carried out.

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- G4.23. The Contractor shall ensure that, prior to carrying out a delivery, each Agency Driver is provided with a minimum level of information, such as in the form of a one-page checklist, setting out issues and constraints which may arise when making deliveries to prisons. The Contractor shall ensure that any Agency Driver who carries out three (3) or more deliveries within any two (2) week period is fully trained on the requirements set out in Appendix H (Transport Managers and Delivery Drivers Handbook) prior to carrying out any further deliveries.
- G4.24. The Contractor shall comply with all Site-specific requirements with regard to the vetting and training of Delivery Drivers and Agency Drivers.

Contractor's Depots

- G4.25. The Contractor shall keep the Depot List up to date and shall not amend the Depot List without prior Approval. The Contractor shall have a process in place to ensure its logistics at each depot (assembly, loading, despatch and delivery processes) is in accordance with the Contract.

G5. Invoicing and Payment

- G5.1. Authorised Users and the Contractor shall follow the processes for invoicing and payments set out in Appendix G (Ordering Service) and Schedule H (Pricing and Payment).

G6. Commodity Appraisal Panel

- G6.1. In all cases, new products proposed for inclusion in the Catalogue (whether or not proposed as replacements for existing Products) shall be subject to approval by the Commodity Appraisal Panel under the process set out in Schedule O (Governance) prior to being included in the Catalogue.
- G6.2. Where the Authority raises or is aware of complaints and/or issues of concern regarding Products, it may require such Products to be subject to testing by the Commodity Appraisal Panel under the process set out in Schedule O (Governance).
- G6.3. Products may be selected by the Authority for periodic testing by the Commodity Appraisal Panel to ensure adherence to the Quality Standards and Technical Specifications. Such testing shall take place under the process set out in Schedule O (Governance).
- G6.4. Substitute Products, Alternative Products and Products which are supplied to fulfil Non-Catalogue Requests shall not be subject to testing by the Commodity Appraisal Panel prior to being supplied by the Contractor, but such testing may be undertaken if requested by either Party.
- G6.5. The Contractor shall provide samples in Full Case Equivalent form of all Products which undergo testing by the Commodity Appraisal Panel at no additional charge to the Authority.

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G7. Product Recall

- G7.1. The Contractor shall carry out a Product Recall in relation to any Product which may reasonably be regarded as unfit for consumption or otherwise unacceptable due to, for example, contamination or damaged packaging.
- G7.2. The Contractor shall, as soon as reasonably practicable and in any case within five (5) hours of becoming aware of the need to implement a Product Recall:
- G7.2.1. quarantine all affected Products held in its supply depots; and
 - G7.2.2. contact the Site Representatives at all Sites that have ordered or received deliveries of the affected Products to inform them of the Product Recall in accordance with paragraph G7.3.
- G7.3. Pursuant to paragraph G7.2, the Contractor shall inform the Site Representative(s) of the following:
- G7.3.1. recalled Product description and Supplier code;
 - G7.3.2. total number of Products affected by the Product Recall;
 - G7.3.3. batch numbers and relevant date period(s) affected by the Product Recall;
 - G7.3.4. the reason for the Product Recall;
 - G7.3.5. the location of affected Products within its own supply chain and at Sites;
 - G7.3.6. any relevant impacts on the Site; and
 - G7.3.7. the steps that the Contractor will take to collect and provide replacement Products, Substitute Products or Alternative Products for the Products that are subject to the Product Recall.
- G7.4. The Contractor shall either:
- G7.4.1. collect the Products that are subject to the Product Recall from each affected Site and replace these Products in accordance with paragraph G7.8 (in which case, the relevant Authorised User(s) shall agree the interim storage requirements relating to such Products with the Contractor); or
 - G7.4.2. agree with the relevant Authorised User(s) that disposal of the Products is appropriate, in which case such Authorised User(s) shall arrange for such disposal to take place, and the reasonable costs associated with the disposal shall be borne by the Contractor.
- G7.5. Subject to paragraph G7.6, Authorised Users shall ensure that any Products which are to be collected by the Contractor in the course of a Product Recall are stored as agreed pursuant to paragraph G7.4.1 until such collection takes place.

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- G7.6. If the Products referred to in paragraph G7.5 have been stored by an Authorised User for more than forty-eight (48) hours, such Authorised User may at its sole discretion arrange for the disposal of such Products to take place, and the reasonable costs associated with the disposal shall be borne by the Contractor.
- G7.7. In the event that Products that are subject to the Product Recall have been used in the preparation of meals that have not been consumed, the relevant Authorised User shall be entitled to recover the reasonable costs of disposing of such meals from the Contractor.
- G7.8. The Contractor shall supply like-for-like replacement Products or, where such replacements are unavailable, Substitute Products or Alternative Products to replace those collected or disposed of in accordance with paragraph G7.4 as soon as reasonably possible and in all cases within two (2) days of the Product Recall being triggered, at no additional cost to the Authority and/or any Authorised User.

G8. Customer Services

- G8.1. The Contractor shall ensure that a customer service point of contact is available to Authorised Users between 7am and 5pm on Working Days. The Contractor shall ensure that an 'out-of-hours' point of contact, who may be reached outside the normal hours of service, at weekends and on public holidays, is available to Authorised Users.
- G8.2. The Contractor shall ensure that all customer service Personnel receive training which equips them with a clear understanding of both the Contractor's obligations under the Contract and the issues and constraints associated with working with prisons.
- G8.3. The Contractor shall operate the Customer Complaints Procedure for the purposes of resolving issues and complaints raised by Authorised Users.
- G8.4. The Contractor shall ensure that a member of the customer services team places a courtesy call to each Site at least once per month at an agreed time to provide an opportunity for Site Representatives to raise issues and to answer any general questions from the Site Representatives.
- G8.5. The Contractor shall use its best endeavours to provide advance warning to Authorised Users of issues which are likely to cause Authorised Users to contact customer service personnel, such as stock failures, vehicle delivery delays or quality concerns. In each case the Contractor shall inform the Authorised Users of the steps it is taking to mitigate the issue in question.
- G8.6. The Contractor shall ensure that customer services personnel make all initial attempts to contact Site Representatives by telephone unless an alternative preference has been agreed.

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G9. Food Packing Services

- G9.1. The Authority and the Contractor acknowledge that the Authority will, subject to its requirements and working with Authorised Users as appropriate, undertake the Food Packing Services. The Contractor shall be responsible for the delivery, collection and storage of Products and/or Packs in accordance with this paragraph G9, to support the performance of the Food Packing Services.
- G9.2. The Contractor shall deliver the Products ordered for the purposes of carrying out the Food Packing Services to the Packing Stations in accordance with the Delivery Schedule. The Contractor acknowledges that Products delivered to Packing Stations for the purposes of the Food Packing Services will not attract a Movement Rate Cost in the cost of the Products delivered.
- G9.3. The Contractor shall collect the Packs when notified to do so by the Authority. The Contractor shall provide a Collection Note to the Authorised User's Personnel at the point of collection, which accurately reflects the Packs collected and takes account of any discrepancies with the collection.
- G9.4. The Contractor shall store the Packs within its depot network. The Packs shall be stored securely and shall be segregated from other items stored in the depot and labelled as property of the Authority. The Contractor acknowledges and agrees that the Packs shall remain the property of the Authority while in the possession of the Contractor and no right of ownership shall arise as a result of the Contractor's storage of the Packs.
- G9.5. The Contractor shall be responsible for managing the redistribution of Packs within its depot network to ensure its ability to fulfil Orders. The Contractor shall make Authorised Users aware of any instances in which it anticipates that it may be unable to fulfil Orders for Packs due to stock shortages.
- G9.6. The Contractor acknowledges that, upon delivery, Packs will attract a Movement Rate Cost per case as set out Schedule H (Pricing and Payment).
- G9.7. The Contractor shall undertake quarterly stocktakes to track and reconcile figures relating to the Packs collected by the Contractor and those available for Order, and shall inform the Authority of the results of such stocktakes. The Authority shall provide such details relating to the Packs and the Food Packing Services as are required to enable these stocktakes to be carried out. In the event that a stocktake shows any discrepancy or missing Packs or Products, the Authority reserves the right to require the Contractor to meet the cost of such missing Packs or Products.
- G9.8. The Authority shall ensure the Packs are clearly labelled and adhere to the labelling and packaging requirements set out in paragraph G10.

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- G9.9. In the event that, following delivery, the Authority becomes aware that Packs have not been prepared correctly and that Food Packing Services need to be re-administered, the Authority reserves the right to require the Contractor to collect the relevant Packs and return them to the relevant Packing Station(s) at no additional cost to the Authority and/or any Authorised User. The Packs shall be collected when the Contractor is next in attendance at the relevant Site to carry out a delivery, or as otherwise agreed between the Authority and the Contractor.
- G9.10. At the Supply Commencement Date, the Contractor shall:
- G9.10.1. ensure it has obtained, transferred and placed in storage any residual stock of Packs held prior to the Supply Commencement Date;
 - G9.10.2. report to the Authority on the balance of Packs it holds in stock; and
 - G9.10.3. provide details to the Authority of any Packs that have been lost or damaged prior to the Supply Commencement Date.

G10. Quality Standards and Assurance Processes and Procedures

Contractor's processes

- G10.1. The Contractor shall ensure that all Products are stored and delivered in compliance with the Quality Standards, the Technical Specifications, the Food Safety (Temperature Control) Regulations 1995, any specific instructions supplied by the manufacturer and Good Industry Practice.
- G10.2. The Contractor shall maintain a quality management system for food wholesaling, storage and distribution equivalent to the ISO9001 standard.
- G10.3. The Contractor will supply Products in accordance with the BRC Global Standards.
- G10.4. The Contractor shall ensure that all delivery vehicles are kept clean both internally and externally.
- G10.5. The Contractor shall ensure that chemicals are not carried within delivery vehicles and in such circumstances Authorised Users shall be under no obligation to accept the delivery in question.
- G10.6. The Contractor shall deliver frozen raw meat and poultry products, separate from all other Products per delivery.
- G10.7. The Contractor shall ensure that all vehicles used for the delivery of Products shall be suitably equipped to maintain such Products at the correct temperature in accordance with Good Industry Practice.
- G10.8. Authorised Users shall be under no obligation to accept chilled items if the Product temperature taken between packs is above +8°C unless the Product is excluded from temperature control by legislation.
- G10.9. Authorised Users shall be under no obligation to accept frozen items if the Product temperature taken between packs is higher than -12°C.

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G10.10. Authorised Users shall be under no obligation to accept Products that are delivered in containers or bags that are dented, damaged or split.

G10.11. The Contractor shall at all times have regard to any such Prison Service Orders (PSOs) and/or Prison Service Instructions (PSIs) as may be notified to it from time to time by the Authority.

Labelling and Packaging

G10.12. The Contractor shall ensure that all materials used in the production and packing of the Products conform to all applicable Law and Good Industry Practice. It shall be acceptable for the Contractor to supply Products in normal commercial trade packaging unless otherwise specified by the Authority, however all packaging must be sufficiently robust to protect the Product and to withstand multiple handling.

G10.13. The Contractor shall ensure that all packaging and/or wrapping clearly displays "best before" and/or "use by" dates.

G10.14. The Contractor shall comply with the Food Information Regulations 2014.

G10.15. The Contractor shall ensure any Products containing Allergenic Ingredients or derivatives thereof, or produced in an environment in which Allergenic Ingredients are present, must be clearly labelled, making clear reference to the relevant Allergenic Ingredients.

G10.16. The Contractor shall ensure that Products complying with specific religious or cultural requirements, including halal and kosher Products, are clearly labelled with relevant details of their method of production or preparation.

G10.17. Unless otherwise agreed by the Authority, there shall be no charge for packaging used by the Contractor. Returnable packaging shall only be returned at the Contractor's risk and expense.

Supply chain

G10.18. Unless otherwise agreed by the Authority, the Contractor shall ensure that it and each of its Suppliers has procedures in place to control each of the following:

G10.18.1. Glass and hard plastics – the Contractor and/or its Suppliers are expected to:

- conduct regular glass and hard plastics audits in its production facilities to ensure that there is no damage and all damage is rectified speedily;
- minimise all hard plastics on site and eliminate any glass from production areas; and
- ensure that all glass on site is adequately screened, for example by using protective light covers for bulbs.

G10.18.2. Knife control policy – the Contractor and/or Supplier is expected to:

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- ensure that the use of knives or blades on site as part of the manufacturing or packing operation is subject to a documented control policy which is auditable by the Contractor, Authority or a third party;
- maintain an log which records the issue and return of all blades and/or knives;
- issue blades and/or knives on a risk assessed basis;
- carry out regular audits of all blades and knives for damage; and
- carry out regular audits of the log of blades and knives to identify any discrepancies and report and fully investigate the disappearance of any blade and/or knife.

G10.18.3. Metal contamination – the Contractor and/or Supplier is expected to have systems in place to control metal contamination in products, with a preference for metal detectors alarmed with auto reject systems.

G10.19. In the event that any Supplier of the Contractor fails to maintain and adhere to the procedures set out in paragraph G10.18, the Contractor shall inform the Authority as soon as reasonably practicable after becoming aware of the failure and shall promptly carry out a full investigation, the findings of which shall be reported to the Authority.

G10.20. The Contractor shall operate Traceability systems in accordance with the General Food Law which, since 1st January 2005, has required traceability to be established at all stages of the food chain. The Contractor shall maintain complete records and appropriate internal procedures to ensure it can fully trace all Products throughout its supply chain from the original source to the point at which Products are delivered to the Sites.

G10.21. The Contractor shall ensure that it has signed contracts in place with those of its Suppliers engaged in the sourcing and supply of Products and/or in connection with the Food Packing Services and shall, on a regular basis, provide such Suppliers with forecasted volumes of the Products required by the Contractor to fulfil the requirements of the Authority and Authorised Users.

Product quality

G10.22. The Contractor shall ensure that all Products supplied to Authorised Users are non-irradiated, other than irradiated herbs, spices or vegetable seasonings, provided these are clearly labelled as irradiated goods and accompanied by the necessary irradiation certificates.

G10.23. The Contractor shall inform the Authority if a Product or ingredient in a Product contains or consists of genetically modified organisms.

G10.24. The Contractor shall inform the Authority if a Product or ingredient in a Product contains or consists of poppy seeds.

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- G10.25. The Contractor acknowledges that all Products supplied to Authorised Users by the Contractor shall comply with applicable Law and Good Industry Practice.
- G10.26. The Contractor shall ensure that the preparation, processing and distribution of Products shall be in accordance with applicable Law and Good Industry Practice.
- G10.27. The Contractor shall make available to the Authority and Authorised Users on request copies of all relevant Common Veterinary Entry Documents and health certificates relating to products of animal origin imported from outside the United Kingdom which are used in the manufacture of a Product.
- G10.28. The Contractor shall ensure that the general microbiological condition of raw and processed Products shall be such that no decomposition or development of undesirable sensory characteristics occurs over the life of the Product. The Product stored under normal conditions shall be free from micro-organisms and substances originating from those micro-organisms that could represent a hazard to health.
- G10.29. Where appropriate to the Product type, for example canned goods and UHT milk, the Product shall be processed to maintain commercial sterility throughout its shelf life in accordance with Good Industry Practice.
- G10.30. The Contractor acknowledges the Authority's objective of supplying meals to prisoners which deliver health and nutritional benefits and shall, when engaging with its Suppliers, the Authority and Authorised Users, take account of (in England) the Public Health White Paper 'Choosing Health' and (in Wales) the 'Food and Well-Being: Reducing inequalities through a nutrition strategy for Wales (2003). The Contractor shall work with the Authority and Authorised Users to supply Products which contain levels of salt, fat and sugar that are equal to or below the 'moderate' level specified in the salt, fat and sugar content table contained in the General Food Quality Standard.
- G10.31. The Authority reserves the right to test any Product and to appoint a third party to carry out such testing where necessary. Where required by the Authority, the Contractor shall provide samples in Full Case Equivalent form of any Product to be tested pursuant to this paragraph G10.31. In the event that the results of testing show that any Product falls below the relevant Technical Specification and/or Quality Standard, the Contractor shall meet the reasonable cost of such testing.

Fleet Register

- G10.32. The Contractor shall maintain a Fleet Register of all vehicles used in the delivery of this Contract. Access to these records will be made available to the Authority on request.

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G11. Supply of religious / culturally-specific foods

G11.1. The Authority requires the capability, working with Authorised Users as appropriate, to reasonably and adequately meet the needs of every category of prisoner, including those with special dietary requirements and with religious or other beliefs, in order to eliminate discrimination, advance equality of opportunity and foster good relations in accordance with the Public Sector Equality Duty in Section 149 of the Equalities Act 2010.

Halal Products

G11.2. The Contractor shall ensure that all halal meat and poultry is supplied in a manner that complies with the Authority's Halal Standard and is sourced from an Approved Halal Slaughterhouse.

G11.3. The Contractor shall notify the Authority of any slaughterhouse from which it intends to source halal meat and poultry. The NOMS Muslim Advisor (or his authorised representative) shall evaluate the proposed slaughterhouse and, once the HMPS Muslim Advisor is satisfied that the slaughterhouse meets the Authority's Halal Standard, the Contractor shall be permitted to use that slaughterhouse for the provision of halal meat or poultry to Authorised Users (an "Approved Halal Slaughterhouse").

G11.4. The Authority shall nominate an approved halal certifier (the "Halal Certifier") for each Approved Halal Slaughterhouse. The Halal Certifier shall be an independent assessor and shall not be an employee of the Authority or the slaughterhouse. The role of the Halal Certifier shall be to monitor adherence to the Authority's Halal Standard in respect of the slaughter of each and every batch of halal meat and poultry to be supplied to Authorised Users.

G11.5. If at any time during the Contract Period the Contractor wishes to make an addition to the list of Approved Halal Slaughterhouses, it shall follow the process set out in paragraph G11.3.

G11.6. The NOMS Muslim Advisor (or his authorised representative) shall meet with each Halal Certifier to review the list of Authorised Halal Slaughterhouses twice in the first year following the Supply Commencement Date and then annually thereafter on the anniversary of the Supply Commencement Date. This shall be in the form of face to face meetings or via video conference as deemed appropriate. The Authority and the Contractor shall work together to rectify any issues arising from this review.

G11.7. The Contractor shall be responsible for all costs reasonably incurred by the Authority in conducting the initial evaluation of the slaughterhouse(s), the costs incurred in appointing the Halal Certifier and continued payment of the Halal Certifier. No additional claims for costs shall be payable by the Authority.

G11.8. The Contractor shall ensure that the Halal Certifier is present for each and every slaughter of meat or poultry for supply to Authorised Users. The Contractor shall ensure that the Halal

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Certifier provides a completed certificate (the “Halal Certificate”) in respect of each slaughter deemed to be compliant with the Authority's Halal Standard. An example of a Halal Certificate is attached in Appendix E (Authority's Halal Standard). The Contractor shall not supply any items of halal meat or poultry to Authorised Users unless such items are accompanied by a Halal Certificate.

G11.9. Each Halal Certificate shall accompany the consignment to which it pertains until it reaches the Contractor's premises where it shall be retained by the Contractor. The Contractor shall provide to the Authority and the relevant Authorised User a scanned electronic copy of each Halal Certificate prior to delivery of the relevant consignment.

G11.10. The Contractor shall ensure that, from the point of slaughter to the point of delivery to Sites, the separation of halal and non-halal meat and poultry is maintained within its supply chain at all times.

G11.11. The Contractor shall ensure that only those Products which are specifically stated as being halal Products in the Catalogue shall be produced and supplied in accordance with this paragraph G11. Products which are not specifically stated as being halal Products in the Catalogue shall be non-halal in all cases.

G11.12. In respect of any Products that are to be tested by the Authority prior to being made available for Order following the Supply Commencement Date, the Authority reserves the right to carry out such testing after the Approved Halal Slaughterhouse(s) have been identified in accordance with paragraph G11.3.

Kosher Products

G11.13. The Contractor shall ensure that all meals supplied for kosher consumption are prepared and produced under Kedassia supervision. Kosher Products must be produced and prepared in accordance with Good Industry Practice for the production and preparation of kosher food. Each delivery of kosher Products shall be accompanied by the appropriate certification confirming that the Products have been produced and prepared in accordance with recognised Kedassia standards.

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G12. Product Sourcing and Market Opportunities

G12.1. The Contractor shall have the ability to source:

G12.1.1. British Red Tractor Assured products including, but not limited to, fresh milk, cheese, fresh meat, frozen meat, butter, chips and sausages;

G12.1.2. products certified as Fairtrade, British Lion Eggs, Organic, Halal, Rainforest Alliance, Line Caught, Marine Stewardship Council certified and Freedom Foods; and

G12.1.3. Class II fruit and vegetables,

and shall explore opportunities to introduce such products into the Catalogue in accordance with paragraph G17 (Innovative Proposals and Continuous Improvement).

G12.2. The Contractor shall investigate, including through active engagement with its supply chain, the potential for maximising the opportunities from the marketplace to source Products at lower cost.

Such opportunities may include:

G12.2.1. market gluts;

G12.2.2. spot buy purchases;

G12.2.3. forward buying; and

G12.2.4. special offers for new products entering the market.

G12.3. The Contractor shall pass on savings achieved from exploiting the market opportunities referred to in paragraph G12.2 by offering discounts on Products from time to time. The Contractor shall pro-actively provide information to Site Representatives to make them aware of such discounted Products.

G12.4. The Contractor shall organise and attend an annual “meet the buyer” event, assisted by the Authority and Authorised Users, to introduce new Suppliers to the terms of the Contract in an effort to secure new products and generate new business opportunities for such Suppliers.

G13. National Account Manager

G13.1. The Contractor shall ensure that a National Account Manager is identified within its organisation as a contact point for the Authority and Authorised Users. The National Account Manager shall have a high level of experience and knowledge within the Contractor’s organisation and a clear understanding of the Authority’s requirements, sufficient to decide and action day to day decisions and escalations made by the Authority.

G14. Health & Safety

G14.1. The Contractor shall promptly notify the Authority of any health and safety issues which arise in connection with the performance of its obligations under this Contract.

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- G14.2. The Contractor shall inform all of its Personnel engaged in the handling and/or delivery of Products at the Sites of all health and safety hazards of which it is aware (or reasonably ought to have been aware) and shall instruct those staff in connection with any necessary safety measures.
- G14.3. The Contractor shall notify the Authority immediately in the event of any incident arising from the performance of its obligations under the Contract where that incident causes any personal injury to any Authorised User Personnel, Contractor Personnel, prisoner or third party or any damage to property of an Authorised User.
- G14.4. The Contractor shall take all measures necessary to comply with the requirements of all applicable Law (including, without limitation, the Health and Safety at Work Act 1974) which may apply to the Contractor in the performance of its obligations under the Contract.
- G14.5. Whilst on the Sites, the Contractor shall comply with all reasonable health and safety measures implemented by Authorised Users in respect of its staff and other persons on those Sites.
- G14.6. Authorised Users shall as soon as reasonably possible notify the Contractor and, where appropriate, the Authority of any health and safety hazards at the Sites of which the relevant Authorised User is aware and which may affect the Contractor in the performance of its obligations under the Contract.

G15. Waste Management and Sustainability

- G15.1. The Contractor shall maintain and implement the Sustainability Plan during the Contract Period.
- G15.2. The Contractor shall ensure that at all times the Sustainability Plan contains such information as is required to enable the Authority to demonstrate its compliance with its responsibilities under the Government Buying Standards for Food and Catering, the DEFRA Balanced Scorecard and the Plan for Public Procurement: Food and Catering.
- G15.3. The Contractor shall ensure that at all times the Sustainability Plan sets out in detail how the Contractor will:
- G15.3.1. progressively reduce adverse environmental impacts arising from its performance of this Contract, in particular through wise procurement, efficient use and responsible disposal of resources; and
 - G15.3.2. where feasible, raise production and process standards, increase business with small and local producers, increase consumption of healthy and nutritious food, reduce adverse environmental impacts of production and supply and increase capacity of small and local suppliers to meet demand.
- G15.4. The Contractor shall ensure that the Sustainability Plan is formally reviewed and amended with the Authority on a regular basis and not less than once annually. The Authority shall on request,

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be permitted reasonable access to information of the Contractor to check compliance with the Sustainability Plan.

- G15.5. The Contractor commits to work with the Authority and Authorised Users to agree reductions in its carbon emissions and in doing so to have regard to the Carbon Trust Standard, Greening Government Commitments and other Government sustainability requirements from time to time as determined by the Authority.
- G15.6. The Contractor is required to collect used cooking oil from Sites where requested to do so by the Site Representative, at no additional cost to the Authority and/or Authorised Users.
- G15.7. The Contractor shall observe the Waste Reduction Action Plan and shall endeavour to use recyclable packaging when possible, reduce the total amount of packaging material used and minimise the amount of packaging waste arising from its supply chain and distribution process.

G16. Government Requirements and Objectives

- G16.1. The Contractor shall implement the following in respect of all Suppliers:
- G16.1.1. payment terms – reduced lead times for payment and use of BACS for prompt payment;
 - G16.1.2. logistics – flexible and unrestrictive minimum order quantities and the use of back-haulage opportunities;
 - G16.1.3. accreditation – in addition to BRC or equivalent accreditation, the Contractor shall accept standards applicable to smaller businesses such as SALSA;
- G16.2. The Contractor shall comply with the provisions of Appendix I (Market Stewardship Principles) and shall, except where the Authority has given its prior written consent, ensure that each contract with a Supplier and a Key Subcontractor (as appropriate) includes provisions which are compliant with the market stewardship principles contained in Appendix I (Market Stewardship Principles).
- G16.3. The Contractor shall work with the Authority and Authorised Users to implement and monitor its performance against the requirements of the DEFRA Balanced Scorecard as may be amended from time to time.
- G16.4. The Contractor shall work with the Authority to demonstrate its commitment to meeting the requirements as set out in The Public Services Social Value Act 2012 as may be amended from time to time.

G17. Innovative Proposals and Continuous Improvement

- G17.1. Throughout the Contract Period, the Contractor shall seek opportunities for continuous improvement within the Contract to improve quality, efficiency, value for money and other factors

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such as the DEFRA Balanced Scorecard. The Contractor shall present quarterly improvement proposals for four of the six elements of the DEFRA balanced Scorecard: Cost, Production (Supply Chain Management, Animal Welfare, Environment, Variety and Seasonality), Socio-Economic (Fair and Ethical trade, Equality and Diversity, Inclusion of SMEs, Local and Cultural engagement, Employment and Skills) and Quality of Service (Food Quality, Customer Satisfaction). The Contractor shall present improvement proposals for the remaining two elements, being Resource Efficiency (Energy, water and waste) and Health and Wellbeing (Nutrition, Food safety and Hygiene, Authenticity and traceability), on an annual basis.

- G17.2. The Contractor shall submit presentations in writing in advance of the Quarterly Review. Presentations shall include an outline of the perceived benefits, risks and issues associated with the innovation. Such improvements may relate, for example, to proposing meal options which improve nutritional content or take advantage of opportunities for supply chain efficiencies. It is anticipated that proposed improvements will involve no additional cost being borne by the Authority and/or Authorised Users, though improvements which may confer particular benefits to the Authority and/or Authorised Users may carry associated costs, in which case details of these shall be included in the presentations.
- G17.3. Improvements to elements of the DEFRA Balanced Scorecard may relate to any reasonable improvements under the headings in the scorecard and do not have to be tightly bound to the remit of the scorecard (e.g. linked to catering and production of meals).
- G17.4. The Authority shall have the right to accept or reject the proposal and, if accepted, the Contractor shall implement the proposal within a timescale agreed between the Authority and the Contractor in accordance with the Change Control Procedure set out in Schedule N (Change Control Procedure).

G18. Training and Apprenticeships

- G18.1. In accordance with Schedule K (Training and Apprenticeships) the Contractor shall support opportunities for training and apprenticeships within its own organisation to the public in general and shall seek to identify routes by which prisoners may be given the opportunity to learn new skills or utilise development opportunities.

G19. Business Continuity and Disaster Recovery

- G19.1. The Contractor shall maintain the BCDR Plan during the Contract Period.
- G19.2. At all times, the BCDR Plan shall provide as a minimum that:

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- G19.2.1. in the event of an Emergency or disaster event affecting the Contractor's ability to deliver Products and/or perform the Services, the Contractor, and in particular the individuals comprising the Contractor's BCDR response team, shall:
- G19.2.1.1. implement the BCDR Plan;
 - G19.2.1.2. immediately notify the Authority and any relevant Authorised Users of the full details of the event and its anticipated impact on the Contractor's ability to perform its obligations under the Contract;
 - G19.2.1.3. agree with the Authority the steps that it will take to address and mitigate the event; and
 - G19.2.1.4. consult with the Authority to ensure minimum disruption to Authorised Users and Sites;
- G19.2.2. a wide range of disaster scenarios are contemplated, including the following: prison lock down, riot, strike action, robbery, kidnapping or hijacking, flood, fire or explosion, power or water cut, fatality on duty, major food poisoning incident, national epidemic, structural collapse and terrorist attack;
- G19.2.3. a variety of disaster response plans are set out, which are appropriate to the occurrence of incidents at a (i) Site-specific, (ii) regional and (iii) national level;
- G19.2.4. the names of individuals comprising a BCDR response team are listed in the BCDR Plan, such individuals to consist of director and managerial level personnel from within the Contractor's business;
- G19.2.5. in the event of strike action by the Contractor's Personnel, the Contractor shall deploy resources from other sites to cover the shortfall; and
- G19.2.6. a copy of the BCDR Plan is available at all of the Contractor's distribution points.
- G19.3. The Contractor shall test the BCDR Plan on a regular basis, with the scope and frequency of such testing to be agreed between the Parties. The Contractor shall report the results of such testing to the Authority and the Parties shall discuss and agree any further testing and/or improvements to the BCDR Plan which may be needed as a result of such testing.



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Appendix A - Product Range

Tender Code	Specification Reference	Quality Standard Reference	Prisoner / Non Prisoner	Product Description 1	Product Description 2	Product Description 3	Product Description 4	Product Description 5	Product Description 6	Product Description 7	Product Description 8
AMB1	AMB037	FQS 22	NON PRISONER	AMBIE NT	BAKING	CHOCOLATE	COOKING	DARK	-	-	-
AMB2	AMB037	FQS 22	NON PRISONER	AMBIE NT	BAKING	CHOCOLATE	COOKING	DARK	CHOCOLATECHIPS	-	-
AMB3	AMB037	FQS 22	NON PRISONER	AMBIE NT	BAKING	CHOCOLATE	COOKING	MILK	-	-	-
AMB4	AMB037	FQS 22	NON PRISONER	AMBIE NT	BAKING	CHOCOLATE	COOKING	WHITE	-	-	-
AMB5	AMB036	FQS 22	PRISONER	AMBIE NT	BAKING	COCOA	POWDER	LOWFAT	-	-	-
AMB6	AMB027	FQS 22	PRISONER	AMBIE NT	BAKING	CUSTARD	COMPLETE MIX	-	-	-	-
AMB7	AMB027	FQS 22	PRISONER	AMBIE NT	BAKING	CUSTARD	POWDER	-	-	-	-
AMB8	AMB030	FQS 22	PRISONER	AMBIE NT	BAKING	ESSENCE	ALMOND	-	-	-	-
AMB9	AMB030	FQS 22	PRISONER	AMBIE NT	BAKING	ESSENCE	LEMON	-	-	-	-
AMB10	AMB030	FQS 22	PRISONER	AMBIE NT	BAKING	ESSENCE	VANILLA	-	-	-	-
AMB11	AMB018	FQS 17	NON PRISONER	AMBIE NT	BAKING	FLOUR	BATTER	-	-	-	-
AMB12	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	BREAD	WHITE	-	-	-
AMB13	AMB018	FQS 17	NON PRISONER	AMBIE NT	BAKING	FLOUR	BULGHAR	-	-	-	-
AMB14	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	CORNFLOUR	-	-	-	-

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AMB1 5	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	PIZZA	-	-	-	-
AMB1 6	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	PLAIN	-	-	-	-
AMB1 7	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	SCONE/DOUGHNUT	-	-	-	-
AMB1 8	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	SELF-RAISING	-	-	-	-
AMB1 9	AMB018	FQS 17	NON PRISONER	AMBIE NT	BAKING	FLOUR	SELF-RAISING	-	-	-	-
AMB2 0	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	SHORTCRUST	PASTRY	-	-	-
AMB2 1	AMB020	FQS 17	NON PRISONER	AMBIE NT	BAKING	FLOUR	SPONGE	CARROT	-	-	-
AMB2 2	AMB020	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	SPONGE	CHOCOLATE	-	-	-
AMB2 3	AMB020	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	SPONGE	PLAIN	-	-	-
AMB2 4	AMB017	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	STRONG	-	-	-	-
AMB2 5	AMB018	FQS 17	NON PRISONER	AMBIE NT	BAKING	FLOUR	WHOLEMEAL	-	-	-	-
AMB2 6	AMB019	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	WHOLEMEAL	-	-	-	-
AMB2 7	AMB099	FQS 22	NON PRISONER	AMBIE NT	BAKING	FRUIT	APRICOT	CHOPPED	-	-	-
AMB2 8	AMB099	FQS 22	NON PRISONER	AMBIE NT	BAKING	FRUIT	APRICOT	WHOLE	-	-	-
AMB2 9	AMB021	FQS 22	PRISONER	AMBIE NT	BAKING	FRUIT	CHERRIES	BROKEN	BROKEN	-	-
AMB3 0	AMB021	FQS 22	PRISONER	AMBIE NT	BAKING	FRUIT	CHERRIES	GLACE	WHOLE	-	-
AMB3 1	AMB099	FQS 22	PRISONER	AMBIE NT	BAKING	FRUIT	CURRANTS	-	-	-	-
AMB3	AMB099	FQS	NON PRISONER	AMBIE	BAKING	FRUIT	DATES	CHOPPED	-	-	-

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2		22		NT							
AMB3 3	AMB099	FQS 22	PRISONER	AMBIE NT	BAKING	FRUIT	DATES	STONED	-	-	-
AMB3 4	AMB021	FQS 22	PRISONER	AMBIE NT	BAKING	FRUIT	MIXED	-	-	-	-
AMB3 5	AMB099	FQS 22	NON PRISONER	AMBIE NT	BAKING	FRUIT	PINEAPPLE	DICED	-	-	-
AMB3 6	AMB099	FQS 22	PRISONER	AMBIE NT	BAKING	FRUIT	RAISINS	-	-	-	-
AMB3 7	AMB099	FQS 22	PRISONER	AMBIE NT	BAKING	FRUIT	SULTANAS	-	-	-	-
AMB3 8	AMB100	FQS 22	PRISONER	AMBIE NT	BAKING	JELLY	ORANGE	CRYSTALS	-	-	-
AMB3 9	AMB100	FQS 22	PRISONER	AMBIE NT	BAKING	JELLY	RASPBERRY	CRYSTALS	-	-	-
AMB4 0	AMB100	FQS 22	PRISONER	AMBIE NT	BAKING	JELLY	STRAWBERRY	CRYSTALS	-	-	-
AMB4 1	AMB100	FQS 22	NON PRISONER	AMBIE NT	BAKING	JELLY	STRAWBERRY	VEGETARIAN	-	-	-
AMB4 2	AMB037	FQS 22	NON PRISONER	AMBIE NT	BAKING	MARZIPAN	NATURALWHITE	-	-	-	-
AMB4 3	AMB043	FQS 22	PRISONER	AMBIE NT	BAKING	MUFFIN	MIX	CHOCOLATE	-	-	-
AMB4 4	AMB022	FQS 22	NON PRISONER	AMBIE NT	BAKING	NUTS	ALMONDS	WHOLE	BLANCHED	-	-
AMB4 5	AMB022	FQS 22	NON PRISONER	AMBIE NT	BAKING	NUTS	HAZELNUTS	WHOLE	-	-	-
AMB4 6	AMB022	FQS 22	NON PRISONER	AMBIE NT	BAKING	NUTS	PEANUTS	SALTED	-	-	-
AMB4 7	AMB022	FQS 22	NON PRISONER	AMBIE NT	BAKING	NUTS	WALNUTS	HALVES	-	-	-
AMB4 8	AMB022	FQS 22	PRISONER	AMBIE NT	BAKING	NUTS	WALNUTS	PIECES	-	-	-
AMB4 9	AMB042	FQS 22	PRISONER	AMBIE NT	BAKING	PIEFILLING	APPLE&BLACKBERRY	-	-	-	-

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AMB5 0	AMB042	FQS 22	PRISONER	AMBI NT	BAKING	PIEFILLING	BLACKCURRANT	-	-	-	-
AMB5 1	AMB042	FQS 22	PRISONER	AMBI NT	BAKING	PIEFILLING	REDCHERRY	-	-	-	-
AMB5 2	AMB048	FQS 22	PRISONER	AMBI NT	BAKING	SUET	VEGETABLE	-	-	-	-
AMB5 3	AMB098	FQS 22	PRISONER	AMBI NT	BAKING	SUGARS	BROWN	DARK	-	-	-
AMB5 4	AMB098	FQS 22	NON PRISONER	AMBI NT	BAKING	SUGARS	BROWN	LIGHT	-	-	-
AMB5 5	AMB098	FQS 22	PRISONER	AMBI NT	BAKING	SUGARS	BROWN	SACHET/STICKS	-	-	-
AMB5 6	AMB098	FQS 22	NON PRISONER	AMBI NT	BAKING	SUGARS	ICING	READYTOROLL	-	-	-
AMB5 7	AMB098	FQS 22	PRISONER	AMBI NT	BAKING	SUGARS	ICING	-	-	-	-
AMB5 8	AMB050	FQS 22	NON PRISONER	AMBI NT	BAKING	SUGARS	SWEETENER	GRANULES	SACHETS	-	-
AMB5 9	AMB050	FQS 04	PRISONER	AMBI NT	BAKING	SUGARS	SWEETENER	TABLETS	-	-	-
AMB6 0	AMB098	FQS 22	NON PRISONER	AMBI NT	BAKING	SUGARS	WHITE	CASTER	-	-	-
AMB6 1	AMB098	FQS 22	PRISONER	AMBI NT	BAKING	SUGARS	WHITE	CASTER	-	-	-
AMB6 2	AMB098	FQS 22	NON PRISONER	AMBI NT	BAKING	SUGARS	WHITE	GRANULATED	-	-	-
AMB6 3	AMB098	FQS 22	PRISONER	AMBI NT	BAKING	SUGARS	WHITE	GRANULATED	-	-	-
AMB6 4	AMB098	FQS 22	NON PRISONER	AMBI NT	BAKING	SUGARS	WHITE	GRANULATED	-	-	-
AMB6 5	AMB098	FQS 22	PRISONER	AMBI NT	BAKING	SUGARS	WHITE	SACHET/STICKS	-	-	-
AMB6 6	AMB098	FQS 22	PRISONER	AMBI NT	BAKING	SUGARS	WHITE	SACHET/STICKS	-	-	-
AMB6	AMB098	FQS	PRISONER	AMBI	BAKING	SUGARS	WHITE	SACHET/STICKS	-	-	-

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7		22		NT							
AMB6 8	AMB123	FQS 25	PRISONER	AMBIE NT	BAKING	BREAD FAT	-	-	-	-	-
AMB6 9	AMB122	FQS 24	PRISONER	AMBIE NT	BAKING	BREAD IMPROVER	-	-	-	-	-
AMB7 0	AMB038	FQS 22	PRISONER	AMBIE NT	BAKING	COCONUT	DESSICATED	-	-	-	-
AMB7 1	AMB030	FQS 22	PRISONER	AMBIE NT	BAKING	COLOURINGS	GREEN	-	-	-	-
AMB7 2	AMB030	FQS 22	PRISONER	AMBIE NT	BAKING	COLOURINGS	RED	-	-	-	-
AMB7 3	AMB030	FQS 22	PRISONER	AMBIE NT	BAKING	COLOURINGS	YELLOW	-	-	-	-
AMB7 4	AMB043	FQS 22	PRISONER	AMBIE NT	BAKING	CRUMBLEMIX	-	-	-	-	-
AMB7 5	AMB018	FQS 17	NON PRISONER	AMBIE NT	BAKING	FLOUR	PLAIN	-	-	-	-
AMB7 6	AMB018	FQS 17	PRISONER	AMBIE NT	BAKING	FLOUR	SEMOLINA	-	-	-	-
AMB7 7	AMB019	FQS 17	NON PRISONER	AMBIE NT	BAKING	FLOUR	WHOLEMEAL	-	-	-	-
AMB7 8	AMB044	FQS 22	PRISONER	AMBIE NT	BAKING	GOLDENSYPUR	-	-	-	-	-
AMB7 9	AMB023	FQS 22	PRISONER	AMBIE NT	BAKING	JUICE	LEMON	-	-	-	-
AMB8 0	AMB023	FQS 22	PRISONER	AMBIE NT	BAKING	JUICE	LIME	-	-	-	-
AMB8 1	AMB045	FQS 22	PRISONER	AMBIE NT	BAKING	MINCEMEAT	-	-	-	-	-
AMB8 2	AMB022	FQS 22	PRISONER	AMBIE NT	BAKING	NUTS	ALMONDS	FLAKED	-	-	-
AMB8 3	AMB058	FQS 22	PRISONER	AMBIE NT	BAKING	NUTS	ALMONDS	GROUND	-	-	-
AMB8 4	AMB022	FQS 22	PRISONER	AMBIE NT	BAKING	NUTS	CASHEW	-	-	-	-

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AMB8 5	AMB022	FQS 22	PRISONER	AMBI NT	BAKING	NUTS	MIXED	CHOPPED	-	-	-
AMB8 6	AMB042	FQS 22	NON PRISONER	AMBI NT	BAKING	PIEFILLING	BLACKCHERRY	-	-	-	-
AMB8 7	AMB042	FQS 22	NON PRISONER	AMBI NT	BAKING	PIEFILLING	BRAMLEYAPPLE	-	-	-	-
AMB8 8	AMB042	FQS 22	NON PRISONER	AMBI NT	BAKING	PIEFILLING	LEMON	-	-	-	-
AMB8 9	AMB042	FQS 22	NON PRISONER	AMBI NT	BAKING	PIEFILLING	STRAWBERRY	-	-	-	-
AMB9 0	AMB022	FQS 22	NON PRISONER	AMBI NT	BAKING	PODS	VANILLA	-	-	-	-
AMB9 1	AMB028	FQS 22	NON PRISONER	AMBI NT	BAKING	POWDER	-	-	-	-	-
AMB9 2	AMB028	FQS 22	PRISONER	AMBI NT	BAKING	POWDER	-	-	-	-	-
AMB9 3	AMB124	FQS 25	PRISONER	AMBI NT	BAKING	RELEASE AGENT	-	-	-	-	-
AMB9 4	AMB120	FQS 22	PRISONER	AMBI NT	BAKING	RELEASE EMULSION	-	-	-	-	-
AMB9 5	AMB121	FQS 23	PRISONER	AMBI NT	BAKING	ROLL CONCENTRATE	-	-	-	-	-
AMB9 6	AMB022	FQS 22	NON PRISONER	AMBI NT	BAKING	SEEDS	SESAME	-	-	-	-
AMB9 7	AMB047	FQS 22	PRISONER	AMBI NT	BAKING	SEEDS	SUNFLOWER	-	-	-	-
AMB9 8	AMB029	FQS 22	PRISONER	AMBI NT	BAKING	SODA	BICARBONATE	-	-	-	-
AMB9 9	AMB040	FQS 14	PRISONER	AMBI NT	BAKING	YEAST	DRIED	-	-	-	-
AMB1 00	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	CATERING	FRUITJUICE	MANGO	-	-
AMB1 01	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	CATERING	FRUITJUICE	PINEAPPLE	-	-
AMB1	AMB024	FQS	NON PRISONER	AMBI	BEVERAGE	COLD	CATERING	FRUITJUICE	ORANGE	-	-

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02		04		NT							
AMB1 03	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	CATERING	FRUITJUICE	GRAPEFRUIT	-	-
AMB1 04	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	CATERING	FRUITJUICE	CRANBERRY	-	-
AMB1 05	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	CATERING	SQUASH	BLACKCURRANT	NOADDEDSUGAR	-
AMB1 06	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	CATERING	SQUASH	ORANGE	SUGARFREE	-
AMB1 07	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	CATERING	SQUASH	LEMON	NOADDEDSUGAR	-
AMB1 08	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	DRPEPPER	-	-
AMB1 09	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	LUCOZADE	ORIGINAL	-
AMB1 10	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	LUCOZADE	ORIGINAL	-
AMB1 11	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	REDBULL	SUGARFREE	-
AMB1 12	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	IRNBRU	-	-
AMB1 13	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	COCACOLA	DIET	-
AMB1 14	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	MIXEDFRUIT	VIMTO	-
AMB1 15	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	COCACOLA	-	-
AMB1 16	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	PEPSI	-	-
AMB1 17	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	7UP	REGULAR	-
AMB1 18	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	LILT	-	-
AMB1 19	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	PEPSI	DIET	-

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AMB1 20	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	LUCOZADE	CHERRY	-
AMB1 21	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	SPRITE	-	-
AMB1 22	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	ORANGE	TANGO	-
AMB1 23	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	7UP	-	-
AMB1 24	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	PEPSI	-	-
AMB1 25	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	MIXEDFRUIT	NOADDEDSUGAR	-
AMB1 26	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	SPRITE	ZERO	-
AMB1 27	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	LILT	SUGARFREE	-
AMB1 28	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	ORANGE	FANTA	-
AMB1 29	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	ORANGE	FANTA	-
AMB1 30	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	SPRITE	ZERO	-
AMB1 31	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	GINGERBEER	-	-
AMB1 32	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	CHERRYCOKE	DIET	-
AMB1 33	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	IRNBRU	DIET	-
AMB1 34	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	COCACOLA	ZERO	-
AMB1 35	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	COCACOLA	-	-
AMB1 36	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	COCACOLA	DIET	-
AMB1	AMB024	FQS	NON PRISONER	AMBIE	BEVERAGE	COLD	SINGLE	CARBONATED	REDBULL	-	-

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37		04		NT							
AMB1 38	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	IRNBRU	-	-
AMB1 39	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	LEMON	FANTA	-
AMB1 40	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	LUCOZADE	ORIGINAL	CAN
AMB1 41	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	CHERRYCOKE	-	-
AMB1 42	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	APPLE	TANGO	-
AMB1 43	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	CARBONATED	PEPSI	DIET	-
AMB1 44	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	SMOOTHIE	VARIETY	-
AMB1 45	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	BLACKCURRANT	RIBENA	-
AMB1 46	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	SMOOTHIE	VARIETY	-
AMB1 47	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	APPLE	CALYPSO	-
AMB1 48	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	ORANGE	-	-
AMB1 49	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	CITRUSPUNCH	OASIS	-
AMB1 50	AMB024	FQS 04	NON PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	SUMMERFRUITS	OASIS	-
AMB1 51	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	ORANGE	CUPLET	-
AMB1 52	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	ORANGE	CARTON&STRA W	-
AMB1 53	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	APPLE	CARTON&STRA W	-
AMB1 54	AMB024	FQS 04	PRISONER	AMBIE NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	PINEAPPLE	CARTON&STRA W	-

SCHEDULE G – SPECIFICATION

AMB1 55	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	BLACKCURRANT	CARTON&STRA W	-
AMB1 56	AMB024	FQS 04	PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	ORANGE	CALYPSO	-
AMB1 57	AMB024	FQS 04	PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	FORESTFRUITS	CALYPSO	-
AMB1 58	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	FRUITJUICE	APPLE	CARTON&STRA W	-
AMB1 59	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	RIBENA	LIGHT	-	-
AMB1 60	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	SPARKLING	FORESTFRUIT	-	-
AMB1 61	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	SPARKLING	STRAWBERRY	WATER	-
AMB1 62	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	SPARKLING	PEACH	WATER	-
AMB1 63	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	SPARKLING	LEMON&LIME	WATER	-
AMB1 64	AMB024	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	STILL	LUCOZADE	SPORT	PETBOT TLE
AMB1 65	AMB024	FQS 04	PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	STIX	APPLE&ORANGE	-	-
AMB1 66	AMB024	FQS 04	PRISONER	AMBI NT	BEVERAGE	COLD	SINGLE	STIX	APPLE&BLACKCU RRANT	-	-
AMB1 67	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	DRIED	MILK	BULK	EVAPORATED	-	-
AMB1 68	AMB050	FQS 04	PRISONER	AMBI NT	BEVERAGE	DRIED	WHITENER	SACHET	-	-	-
AMB1 69	AMB050	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	DRIED	WHITENER	STICK	-	-	-
AMB1 70	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	CHOCOLATE	BULK	INSTANT	-	-
AMB1 71	AMB010	FQS 04	PRISONER	AMBI NT	BEVERAGE	HOT	CHOCOLATE	BULK	INSTANT	-	-
AMB1	AMB010	FQS	PRISONER	AMBI	BEVERAGE	HOT	CHOCOLATE	SACHET	1CUP	-	-

SCHEDULE G – SPECIFICATION

72		04		NT							
AMB1 73	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	COFFEE	BULK	POWDER	-	-
AMB1 74	AMB010	FQS 04	PRISONER	AMBI NT	BEVERAGE	HOT	COFFEE	BULK	GRANULES	-	-
AMB1 75	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	COFFEE	BULK	REALLYSMOOTH	-	-
AMB1 76	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	COFFEE	FREEZEDRIED	DECAF	-	-
AMB1 77	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	COFFEE	SACHET	-	-	-
AMB1 78	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	COFFEE	SACHET	CAPPUCCINO	UNSWEETENED	-
AMB1 79	AMB010	FQS 04	PRISONER	AMBI NT	BEVERAGE	HOT	COFFEE	SACHET	-	-	-
AMB1 80	AMB010	FQS 04	PRISONER	AMBI NT	BEVERAGE	HOT	MALT	SACHET	-	-	-
AMB1 81	AMB039	FQS 04	PRISONER	AMBI NT	BEVERAGE	HOT	POWDER	SKIMMED	POWDER	-	-
AMB1 82	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	TEA	1CUP	-	-	-
AMB1 83	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	TEA	1CUP	-	-	-
AMB1 84	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	TEA	1CUP	-	-	-
AMB1 85	AMB010	FQS 04	PRISONER	AMBI NT	BEVERAGE	HOT	TEA	1CUP	-	-	-
AMB1 86	AMB010	FQS 04	NON PRISONER	AMBI NT	BEVERAGE	HOT	TEA	BREAKFAST	DECAFF	-	-
AMB1 87	AMB010	FQS 04	PRISONER	AMBI NT	BEVERAGE	HOT	TEA	CAMOMILE	-	-	-
AMB1 88	AMB010	FQS 04	FOOD PACKING SERVICES	AMBI NT	BEVERAGE	HOT	PORTION	COFFEE	SACHET	-	-
AMB1 89	AMB010	FQS 04	FOOD PACKING SERVICES	AMBI NT	BEVERAGE	HOT	PORTION	CHOCOLATE	SACHET	-	-

SCHEDULE G – SPECIFICATION

AMB1 90	AMB050	FQS 04	FOOD PACKING SERVICES	AMBI NT	BEVERAGE	PORTION	WHITENER	-	-	-	-
AMB1 91	AMB024	FQS 04	FOOD PACKING SERVICES	AMBI NT	BEVERAGE	COLD	PORTION	STICKS	APPLE&BLACKCU RRANT	-	-
AMB1 92	AMB024	FQS 04	FOOD PACKING SERVICES	AMBI NT	BEVERAGE	COLD	PORTION	STICKS	APPLE&ORANGE	-	-
AMB1 93	AMB010	FQS 04	FOOD PACKING SERVICES	AMBI NT	BEVERAGE	HOT	PORTION	TEA	-	-	-
AMB1 94	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	BISCUITS	BISCUITS	BOX	BIG	-	-
AMB1 95	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	BULK	ASSORTED	-	-	-	-
AMB1 96	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	BULK	CRACKERS	PRAWN	-	-	-
AMB1 97	AMB016	FQS 05	PRISONER	AMBI NT	BISCUITS	PACKS	CHOCOLATE	CREAMS	-	-	-
AMB1 98	AMB016	FQS 05	PRISONER	AMBI NT	BISCUITS	PACKS	CUSTARD	CREAMS	-	-	-
AMB1 99	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	PACKS	DIGESTIVE	-	-	-	-
AMB2 00	AMB016	FQS 05	PRISONER	AMBI NT	BISCUITS	PACKS	GINGERNUT	-	-	-	-
AMB2 01	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	PACKS	JAFFA	CAKES	-	-	-
AMB2 02	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	PACKS	NICE	-	-	-	-
AMB2 03	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	PACKS	SAVOURY	SANDWICH	SNACKPACK	-	-
AMB2 04	AMB016	FQS 05	PRISONER	AMBI NT	BISCUITS	PACKS	SHORTIES	-	-	-	-
AMB2 05	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	PORTIONS	CHEESE	MINICHEDDAR	-	-	-
AMB2 06	AMB016	FQS 05	NON PRISONER	AMBI NT	BISCUITS	PORTIONS	CHEESE	MINICHEDDAR	BIGBAG	-	-
AMB2	AMB016	FQS	PRISONER	AMBI	BISCUITS	PORTIONS	CRACKERS	CREAM	-	-	-

SCHEDULE G – SPECIFICATION

07		05		NT							
AMB2 08	AMB016	FQS 05	PRISONER	AMBIE NT	BISCUITS	PORTIONS	MINI	3BISCUITS	-	-	-
AMB2 09	AMB016	FQS 05	NON PRISONER	AMBIE NT	BISCUITS	PORTIONS	MINI	LUXURY	-	-	-
AMB2 10	AMB016	FQS 05	NON PRISONER	AMBIE NT	BISCUITS	PORTIONS	SHORTBREAD	TWINFINGER	-	-	-
AMB2 11	AMB051	FQS 05	PRISONER	AMBIE NT	BISCUITS	CHOCOLATE	SANDWICH	-	-	-	-
AMB2 12	AMB016	FQS 05	PRISONER	AMBIE NT	BISCUITS	PORTIONS	LOTUSORIGINAL	TWIN PACK	-	-	-
AMB2 13	AMB054	FQS 22	NON PRISONER	AMBIE NT	BREAD	CRUMBS	GOLDEN	-	-	-	-
AMB2 14	AMB055	FQS 22	PRISONER	AMBIE NT	BREAD	STUFFING	SAGE&ONION	BALLS	-	-	-
AMB2 15	AMB025	FQS 22	NON PRISONER	AMBIE NT	CAKES	PORTIONS	BAR	MCVITIES	-	-	-
AMB2 16	AMB025	FQS 22	NON PRISONER	AMBIE NT	CAKES	PORTIONS	MUFFIN	CHOCOLATECHIP	-	-	-
AMB2 17	AMB025	FQS 22	PRISONER	AMBIE NT	CAKES	PORTIONS	SULTANA&CHERRYSLICE	-	-	-	-
AMB2 18	AMB025	FQS 22	NON PRISONER	AMBIE NT	CAKES	CHOCOLATE	MCVITIES	-	-	-	-
AMB2 19	AMB025	FQS 22	NON PRISONER	AMBIE NT	CAKES	GENOA SLICE	MCVITIES	-	-	-	-
AMB2 20	AMB025	FQS 22	NON PRISONER	AMBIE NT	CAKES	LEMON	MCVITIES	-	-	-	-
AMB2 21	AMB013	FQS 22	PRISONER	AMBIE NT	CANNED	FISH	PILCHARDS	TOMATOSAUCE	-	-	-
AMB2 22	AMB013	FQS 22	PRISONER	AMBIE NT	CANNED	FISH	SALMON	RED	WILD	-	-
AMB2 23	AMB013	FQS 22	PRISONER	AMBIE NT	CANNED	FISH	SARDINES	INTOMATOSAUCE	-	-	-
AMB2 24	AMB013	FQS 22	NON PRISONER	AMBIE NT	CANNED	FISH	TUNA	CHUNKS	INOIL	-	-

SCHEDULE G – SPECIFICATION

AMB2 25	AMB013	FQS 22	PRISONER	AMBI NT	CANNED	FISH	TUNA	CHUNKS	INBRINE	-	-
AMB2 26	AMB013	FQS 22	NON PRISONER	AMBI NT	CANNED	FISH	TUNA	CHUNKS	INBRINE	-	-
AMB2 27	AMB013	FQS 22	PRISONER	AMBI NT	CANNED	FISH	TUNA	FLAKES	INBRINE	-	-
AMB2 28	AMB011	FQS 09	PRISONER	AMBI NT	CANNED	FRUIT	APPLES	SOLIDPACK	-	-	-
AMB2 29	AMB011	FQS 09	PRISONER	AMBI NT	CANNED	FRUIT	FRUITCOCKTAIL	INSYRUP	-	-	-
AMB2 30	AMB011	FQS 09	NON PRISONER	AMBI NT	CANNED	FRUIT	MANDARIN	INSYRUP	-	-	-
AMB2 31	AMB011	FQS 09	PRISONER	AMBI NT	CANNED	FRUIT	PEACH	SLICES	INLIGHTSYRUP	-	-
AMB2 32	AMB011	FQS 09	PRISONER	AMBI NT	CANNED	FRUIT	PEAR	HALVES	INJUICE	-	-
AMB2 33	AMB011	FQS 09	PRISONER	AMBI NT	CANNED	FRUIT	PINEAPPLE	PIECES	INJUICE	-	-
AMB2 34	AMB011	FQS 09	NON PRISONER	AMBI NT	CANNED	FRUIT	PLUM	HALVES	INSYRUP	-	-
AMB2 35	AMB011	FQS 09	NON PRISONER	AMBI NT	CANNED	FRUIT	PRUNES	UNPITTED	INJUICE	-	-
AMB2 36	AMB011	FQS 09	PRISONER	AMBI NT	CANNED	FRUIT	RHUBARB	SOLIDPACK	-	-	-
AMB2 37	AMB014	FQS 10	PRISONER	AMBI NT	CANNED	MEAT	BEEF	CORNED	-	-	-
AMB2 38	AMB014	FQS 10	NON PRISONER	AMBI NT	CANNED	MEAT	HOTDOGS	FRANKFURTER	-	-	-
AMB2 39	AMB014	FQS 10	PRISONER	AMBI NT	CANNED	MEAT	HOTDOGS	KINGSIZE	-	-	-
AMB2 40	AMB014	FQS 10	PRISONER	AMBI NT	CANNED	MEAT	PORK&HAM	CHOPPED	-	-	-
AMB2 41	AMB014	FQS 10	PRISONER	AMBI NT	CANNED	MEAT	PORK&HAM	SHOULDER	SKINNED&DEFAT TED	-	-
AMB2	AMB052	FQS	NON PRISONER	AMBI	CANNED	MILK	COCONUT	COCONUTCREAM	-	-	-

SCHEDULE G – SPECIFICATION

42		22		NT							
AMB2 43	AMB052	FQS 22	PRISONER	AMBI NT	CANNED	MILK	COCONUT	LIGHT	-	-	-
AMB2 44	AMB034	FQS 22	PRISONER	AMBI NT	CANNED	PASTA	RAVIOLI	VEGETABLE	INTOMATOSAUCE	-	-
AMB2 45	AMB035	FQS 22	PRISONER	AMBI NT	CANNED	PASTA	SPAGHETTI	RINGS	INTOMATOSAUCE	-	-
AMB2 46	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	BAMBOOSHOTS	-	-	-	-
AMB2 47	AMB009	FQS 09	NON PRISONER	AMBI NT	CANNED	VEGETABLES	BEANS	BAKED	INTOMATOSAUCE	-	-
AMB2 48	AMB009	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	BEANS	BAKED	INTOMATOSAUCE	REDUCEDSLAT&S UGAR	-
AMB2 49	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	BEANS	BUTTER	-	-	-
AMB2 50	AMB012	FQS 09	NON PRISONER	AMBI NT	CANNED	VEGETABLES	BEANS	KIDNEY	RED	INWATER	-
AMB2 51	AMB012	FQS 09	NON PRISONER	AMBI NT	CANNED	VEGETABLES	BEANS	KIDNEY	WHITE	-	-
AMB2 52	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	BEANS	KIDNEY	RED	INWATER	-
AMB2 53	AMB012	FQS 09	NON PRISONER	AMBI NT	CANNED	VEGETABLES	BEANS	KIDNEY	BORLOTTI	INWATER	-
AMB2 54	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	BEETROOT	DICED	-	-	-
AMB2 55	AMB012	FQS 09	NON PRISONER	AMBI NT	CANNED	VEGETABLES	BEETROOT	SLICED	-	-	-
AMB2 56	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	CARROTS	SLICED	-	-	-
AMB2 57	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	CHICKPEAS	INWATER	-	-	-
AMB2 58	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	FIVEBEANSALAD	INWATER	-	-	-
AMB2 59	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	MUSHROOMS	SLICED	-	-	-

SCHEDULE G – SPECIFICATION

AMB2 60	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	PEAS	MUSHY	-	-	-
AMB2 61	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	PEAS	PROCESSED	ADDEDSALT&SUG AR	-	-
AMB2 62	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	POTATOES	NEW	PEELED	-	-
AMB2 63	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	SWEETCORN	INWATER	-	-	-
AMB2 64	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	TOMATO	CHOPPED	-	-	-
AMB2 65	AMB012	FQS 09	NON PRISONER	AMBI NT	CANNED	VEGETABLES	TOMATO	CHOPPED	-	-	-
AMB2 66	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	TOMATO	PASTE	-	-	-
AMB2 67	AMB012	FQS 09	PRISONER	AMBI NT	CANNED	VEGETABLES	TOMATO	PEELED	PLUM	-	-
AMB2 68	AMB053	FQS 34	PRISONER	AMBI NT	CANNED	RICE	PUDDING	-	-	-	-
AMB2 69	AMB003	FQS 07	PRISONER	AMBI NT	CEREAL	CATERING	BRANFLAKES	-	-	-	-
AMB2 70	AMB004	FQS 07	PRISONER	AMBI NT	CEREAL	CATERING	COCOPOPS	KELLOGG'S	-	-	-
AMB2 71	AMB005	FQS 07	NON PRISONER	AMBI NT	CEREAL	CATERING	CORNFLAKES	KELLOGG'S	-	-	-
AMB2 72	AMB005	FQS 07	PRISONER	AMBI NT	CEREAL	CATERING	CORNFLAKES	-	-	-	-
AMB2 73	AMB007	FQS 07	PRISONER	AMBI NT	CEREAL	CATERING	FROSTEDFLAKES	-	-	-	-
AMB2 74	AMB032	FQS 07	PRISONER	AMBI NT	CEREAL	CATERING	MALTCRUNCHIE	-	-	-	-
AMB2 75	AMB006	FQS 07	PRISONER	AMBI NT	CEREAL	CATERING	MUESLI	ORIGINAL	-	-	-
AMB2 76	AMB031	FQS 07	PRISONER	AMBI NT	CEREAL	CATERING	PORRIDGEOATS	-	-	-	-
AMB2	AMB002	FQS	PRISONER	AMBI	CEREAL	CATERING	RICECRISPIES	-	-	-	-

SCHEDULE G – SPECIFICATION

77		07		NT							
AMB2 78	AMB003	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	ALLBRAN	KELLOGG'S	-	-	-
AMB2 79	AMB006	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	ALPEN	NOADDEDSUGAR	-	-	-
AMB2 80	AMB002	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	BLOWNRICE	BREAKFASTPACK	-	-	-
AMB2 81	AMB002	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	BLOWNRICE	BREAKFASTPACK	-	-	-
AMB2 82	AMB002	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTIONS	BLOWNRICE	BREAKFASTPACK	-	-	-
AMB2 83	AMB002	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTIONS	BLOWNRICE	BREAKFASTPACK	-	-	-
AMB2 84	AMB002	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTIONS	BLOWNRICE	BREAKFASTPACK	-	-	-
AMB2 85	AMB003	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	BRANFLAKES	-	-	-	-
AMB2 86	AMB004	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	COCOARICE	BREAKFASTPACKS	-	-	-
AMB2 87	AMB004	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTIONS	COCOARICE	BREAKFASTPACKS	-	-	-
AMB2 88	AMB004	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTIONS	COCOARICE	BREAKFASTPACKS	-	-	-
AMB2 89	AMB004	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	COCOPOPS	KELLOGG'S	-	-	-
AMB2 90	AMB005	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	CORNFLAKES	BREAKFASTPACKS	-	-	-
AMB2 91	AMB005	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	CORNFLAKES	BREAKFASTPACKS	-	-	-
AMB2 92	AMB005	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	CORNFLAKES	KELLOGG'S	-	-	-
AMB2 93	AMB005	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	CRUNCHYNT	KELLOGG'S	-	-	-
AMB2 94	AMB007	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	FROSTEDFLAKES	BREAKFASTPACK	-	-	-

SCHEDULE G – SPECIFICATION

AMB2 95	AMB007	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	FROSTEDWHEATS	KELLOGG'S	-	-	-
AMB2 96	AMB007	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	FROSTIES	KELLOGG'S	-	-	-
AMB2 97	AMB003	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	FRUITNFIBRE	KELLOGG'S	-	-	-
AMB2 98	AMB006	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	MUESLI	BREAKFASTPACK	-	-	-
AMB2 99	AMB031	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	PORRIDGEOATS	BREAKFASTPACK	-	-	-
AMB3 00	AMB002	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	RICEKRISPIES	KELLOGG'S	-	-	-
AMB3 01	AMB118	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	SHREDDEDWHEAT	TWINPACK	-	-	-
AMB3 02	AMB008	FQS 07	PRISONER	AMBI NT	CEREAL	PORTION	WHEATBISCUITS	TWINPACK	BREAKFASTPACKS	-	-
AMB3 03	AMB008	FQS 07	NON PRISONER	AMBI NT	CEREAL	PORTIONS	WHEATBISCUITS	TWINPACK	WEETABIX	-	-
AMB3 04	AMB007	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTION	FROSTEDFLAKES	-	-	-	-
AMB3 05	AMB007	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTION	FROSTEDFLAKES	-	-	-	-
AMB3 06	AMB007	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTION	FROSTEDFLAKES	-	-	-	-
AMB3 07	AMB008	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTION	WHEATBISCUITS	-	-	-	-
AMB3 08	AMB031	FQS 07	NON PRISONER	AMBI NT	CEREAL	CATERING	PORRIDGEOATS	-	-	-	-
AMB3 09	AMB005	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTION	CORNFLAKES	-	-	-	-
AMB3 10	AMB005	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTION	CORNFLAKES	-	-	-	-
AMB3 11	AMB006	FQS 07	FOOD PACKING SERVICES	AMBI NT	CEREAL	PORTION	MUESLI	-	-	-	-
AMB3	AMB006	FQS	FOOD PACKING	AMBI	CEREAL	PORTION	MUESLI	-	-	-	-

SCHEDULE G – SPECIFICATION

12		07	SERVICES	NT							
AMB3 13	AMB031	FQS 07	FOOD PACKING SERVICES	AMBIE NT	CEREAL	PORTION	PORRIDGE	-	-	-	-
AMB3 14	AMB008	FQS 07	PRISONER	AMBIE NT	CEREAL	PORTION	WHOLEWHEATBISCUITS	-	-	-	-
AMB3 15	AMB094	FQS 22	PRISONER	AMBIE NT	CONDIMENTS	CHUTNEY	MANGOCHUTNEY	GLASSJAR	-	-	-
AMB3 16	AMB094	FQS 22	NON PRISONER	AMBIE NT	CONDIMENTS	PICKLES	CAPERS	INBRINE	-	-	-
AMB3 17	AMB094	FQS 22	NON PRISONER	AMBIE NT	CONDIMENTS	PICKLES	GHERKINS	INVINEGAR	-	-	-
AMB3 18	AMB094	FQS 22	NON PRISONER	AMBIE NT	CONDIMENTS	PICKLES	ONIONS	SILVERSKIN	-	-	-
AMB3 19	AMB094	FQS 22	NON PRISONER	AMBIE NT	CONDIMENTS	PICKLES	PORTIONS	DIPPOTS	-	-	-
AMB3 20	AMB094	FQS 22	PRISONER	AMBIE NT	CONDIMENTS	PICKLES	SWEET	-	-	-	-
AMB3 21	AMB015	FQS 33	NON PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	BLACKCURRANT	NOADDEDSUGAR	-	-
AMB3 22	AMB015	FQS 33	PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	HONEY	CLEAR	-	-
AMB3 23	AMB015	FQS 33	PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	LEMONCURD	-	-	-
AMB3 24	AMB015	FQS 33	PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	MARMALADE	-	THINCUT	-
AMB3 25	AMB015	FQS 33	PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	MIXEDFRUIT	-	-	-
AMB3 26	AMB015	FQS 33	NON PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	RASPBERRY	NOADDEDSUGAR	-	-
AMB3 27	AMB015	FQS 33	NON PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	STRAWBERRY	NOADDEDSUGAR	-	-
AMB3 28	AMB015	FQS 33	PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	CATERING	STRAWBERRY	-	-	-
AMB3 29	AMB015	FQS 33	PRISONER	AMBIE NT	CONDIMENTS	PRESERVES	PORTION	ASSORTED	-	-	-

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AMB3 30	AMB015	FQS 33	PRISONER	AMBI NT	CONDIMENTS	PRESERVES	PORTION	MARMELADE	-	-	-
AMB3 31	AMB015	FQS 33	PRISONER	AMBI NT	CONDIMENTS	PRESERVES	PORTION	MIXED	-	-	-
AMB3 32	AMB015	FQS 33	NON PRISONER	AMBI NT	CONDIMENTS	PRESERVES	PORTION	STRAWBERRY	-	-	-
AMB3 33	AMB015	FQS 33	PRISONER	AMBI NT	CONDIMENTS	PRESERVES	PORTION	STRAWBERRY	-	-	-
AMB3 34	AMB094	FQS 22	NON PRISONER	AMBI NT	CONDIMENTS	RELISHES	TABLE	HAMBURGER	-	-	-
AMB3 35	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	SAUCES	CATERING	MAYONNAISE	THICK&CREAMY	-	-
AMB3 36	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	CATERING	MAYONNAISE	FULLFAT	-	-
AMB3 37	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	CATERING	SALADCREAM	-	-	-
AMB3 38	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	HORSERADISH	-	-	-
AMB3 39	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	KETCHUP	BROWN	-	-
AMB3 40	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	KETCHUP	TOMATO	-	-
AMB3 41	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	KETCHUP	TOMATO	-	-
AMB3 42	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	KETCHUP	BROWN	-	-
AMB3 43	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	MAYONNAISE	-	-	-
AMB3 44	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	MUSTARD	-	-	-
AMB3 45	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	MUSTARD	FRENCH	-	-
AMB3 46	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	PORTION	MUSTARD	ENGLISH	-	-
AMB3	AMB097	FQS	NON PRISONER	AMBI	CONDIMENTS	SAUCES	PORTION	SALADCREAM	-	-	-

SCHEDULE G – SPECIFICATION

47		28		NT							
AMB3 48	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	PORTION	SALADCREAM	-	-	-
AMB3 49	AMB097	FQS 28	NON PRISONER	AMBIE NT	CONDIMENTS	SAUCES	PORTION	TARTARE	-	-	-
AMB3 50	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	BARBEQUE	-	-	-
AMB3 51	AMB097	FQS 28	NON PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	FRUITSAUCE	-	-	-
AMB3 52	AMB097	FQS 28	NON PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	HORSERADISH	-	-	-
AMB3 53	AMB097	FQS 28	NON PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	KETCHUP	TOMATO	-	-
AMB3 54	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	KETCHUP	BROWN	-	-
AMB3 55	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	KETCHUP	TOMATO	-	-
AMB3 56	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	MINT	-	-	-
AMB3 57	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	MUSTARD	-	-	-
AMB3 58	AMB097	FQS 28	NON PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	MUSTARD	FRENCH	-	-
AMB3 59	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	MUSTARD	POWDER	-	-
AMB3 60	AMB097	FQS 28	NON PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	MUSTARD	WHOLEGRAIN	-	-
AMB3 61	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	MUSTARD	DIJON	-	-
AMB3 62	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	OYSTER	-	-	-
AMB3 63	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	SOY	DARK	-	-
AMB3 64	AMB097	FQS 28	PRISONER	AMBIE NT	CONDIMENTS	SAUCES	TABLE	SOY	LIGHT	-	-

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AMB3 65	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	SAUCES	TABLE	WORCESTER	-	-	-
AMB3 66	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	VINEGARS	CATERING	VINEGAR	MALT	-	-
AMB3 67	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	VINEGARS	CATERING	VINEGAR	DISTILLED	-	-
AMB3 68	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	VINEGARS	PORTION	VINEGAR	-	-	-
AMB3 69	AMB097	FQS 28	PRISONER	AMBI NT	CONDIMENTS	VINEGARS	PORTION	VINEGAR	-	-	-
AMB3 70	AMB097	FQS 28	NON PRISONER	AMBI NT	CONDIMENTS	VINEGARS	TABLE	VINEGAR	-	-	-
AMB3 71	AMB094	FQS 22	NON PRISONER	AMBI NT	CONDIMENTS	CHUTNEY	SPICEDFRUITCHUTNEY	-	-	-	-
AMB3 72	AMB094	FQS 22	PRISONER	AMBI NT	CONDIMENTS	PICKLES	PICCALILLI	-	-	-	-
AMB3 73	AMB015	FQS 33	NON PRISONER	AMBI NT	CONDIMENTS	PRESERVES	APRICOT	-	-	-	-
AMB3 74	AMB015	FQS 33	NON PRISONER	AMBI NT	CONDIMENTS	PRESERVES	RASPBERRY	-	-	-	-
AMB3 75	AMB015	FQS 33	FOOD PACKING SERVICES	AMBI NT	CONDIMENTS	PRESERVES	BLACKCURRANT	-	-	-	-
AMB3 76	AMB015	FQS 33	FOOD PACKING SERVICES	AMBI NT	CONDIMENTS	PRESERVES	MARMALADE	-	-	-	-
AMB3 77	AMB015	FQS 33	FOOD PACKING SERVICES	AMBI NT	CONDIMENTS	PRESERVES	MIXED FRUIT	-	-	-	-
AMB3 78	AMB015	FQS 33	FOOD PACKING SERVICES	AMBI NT	CONDIMENTS	PRESERVES	STRAWBERRY	-	-	-	-
AMB3 79	AMB094	FQS 22	NON PRISONER	AMBI NT	CONDIMENTS	RELISHES	CORN	-	-	-	-
AMB3 80	AMB094	FQS 22	NON PRISONER	AMBI NT	CONDIMENTS	RELISHES	TOMATO	-	-	-	-
AMB3 81	AMB094	FQS 22	NON PRISONER	AMBI NT	CONDIMENTS	SAUCES	BARBEQUE	-	-	-	-
AMB3	AMB097	FQS	PRISONER	AMBI	CONDIMENTS	SAUCES	CRANBERRY	-	-	-	-

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82		28		NT							
AMB3 83	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CEREALBAR	FRUIT&NUT	CHOCOLATE	ALPEN	-	-
AMB3 84	AMB026	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CEREALBAR	RICEKRISPIES	KELLOGG'S	SQUARES	CHOCOLATE	-
AMB3 85	AMB026	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CEREALBAR	RICEKRISPIES	KELLOGG'S	SQUARES	MARSHMALLOW	-
AMB3 86	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	AEROBUBBLES	PEPPERMINT	-	-	-
AMB3 87	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	AEROBUBBLY	NESTLE	-	-	-
AMB3 88	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	BOOST	CADBURYS	-	-	-
AMB3 89	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	BOUNTY	MILKCHOCOLATE	-	-	-
AMB3 90	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	BUTTONS	CADBURYS	-	-	-
AMB3 91	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	CARAMEL	GALAXY	-	-	-
AMB3 92	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	CHOCOLATEORANGE	TERRY'S	-	-	-
AMB3 93	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	CHOMP	CADBURYS	-	-	-
AMB3 94	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	CRUNCHIE	CADBURYS	-	-	-
AMB3 95	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	CURLYWURLY	CADBURY	-	-	-
AMB3 96	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	DAIRYMILK	CADBURY	-	-	-
AMB3 97	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	DOUBLEDECKER	CADBURYS	-	-	-
AMB3 98	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	DRIFTER	NESTLE	-	-	-
AMB3 99	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	FLAKE	CADBURYS	-	-	-

SCHEDULE G – SPECIFICATION

AMB4 00	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	FREDDO	CADBURY'S	-	-	-
AMB4 01	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	FREDDOCARAMEL	CADBURY'S	-	-	-
AMB4 02	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	FRUIT&NUT	CADBURY'S	-	-	-
AMB4 03	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	FUDGE	CADBURY'S	-	-	-
AMB4 04	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	GALAXY	MILKCHOCOLATE	-	-	-
AMB4 05	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	KITKAT	DARK	FOURFINGER	-	-
AMB4 06	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	KITKATCHUNKY	CARAMEL	NESTLE	-	-
AMB4 07	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	M&M'S	CHOCOLATE	-	-	-
AMB4 08	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	M&M'S	PEANUT	-	-	-
AMB4 09	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MILK	RIPPLE	GALAXY	-	-
AMB4 10	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MILKYWAY	CRISPYROLLS	-	-	-
AMB4 11	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MINISTRALS	GALAXY	-	-	-
AMB4 12	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MUNCHIES	MILKCHOCOLATE	-	-	-
AMB4 13	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	PICNIC	CADBURY'S	-	-	-
AMB4 14	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	SHORTCAKE	SNACK	-	-	-
AMB4 15	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	SMARTIES	TUBE	-	-	-
AMB4 16	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	TIMEOUT	CADBURY'S	-	-	-
AMB4	AMB119	FQS	NON PRISONER	AMBI	CONFECTIONER	CHOCOLATE	TURKISHDELIGHT	FRY'S	-	-	-

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17		11		NT	Y						
AMB4 18	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	TWIRL	CADBURY'S	-	-	-
AMB4 19	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	WHOLENUT	CADBURY'S	-	-	-
AMB4 20	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	YORKIE	MILKCHOCOLATE	-	-	-
AMB4 21	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	YORKIE	RAISIN	-	-	-
AMB4 22	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	FRUITGUMS	ROWNTREES	-	-	-
AMB4 23	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	JELLYTOTS	ROWNTREES	-	-	-
AMB4 24	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	MINTS	POLO	ORIGINAL	-	-
AMB4 25	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	MINTS	SOFT	TREBOR	-	-
AMB4 26	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	MINTS	XXXEXTRA STRONG	ROLL	-	-
AMB4 27	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	POLO	FRUITS	-	-	-
AMB4 28	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	RANDOMS	ROWNTREES	-	-	-
AMB4 29	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	RANDOMS	ROWNTREES	-	-	-
AMB4 30	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	SKITTLES	FRUIT	-	-	-
AMB4 31	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	STRAWBERRY	CHEWITS	-	-	-
AMB4 32	AMB026	FQS 07	FOOD PACKING SERVICES	AMBIE NT	CONFECTIONER Y	CEREAL BAR	CHOCOLATE	-	-	-	-
AMB4 33	AMB026	FQS 07	FOOD PACKING SERVICES	AMBIE NT	CONFECTIONER Y	CEREAL BAR	REDFRUIT'S	-	-	-	-
AMB4 34	AMB026	FQS 07	FOOD PACKING SERVICES	AMBIE NT	CONFECTIONER Y	CEREAL BAR	STRAWBERRY & WHITE CHOCOLATE	-	-	-	-

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AMB4 35	AMB026	FQS 11	PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	CHOCOLATE	-	-	-	-
AMB4 36	AMB026	FQS 11	PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	CHOCOLATE	-	-	-	-
AMB4 37	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	FRUIT&NUT	ALPEN	-	-	-
AMB4 38	AMB026	FQS 11	PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	REDFRUIT	-	-	-	-
AMB4 39	AMB026	FQS 11	PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	REDFRUIT	-	-	-	-
AMB4 40	AMB026	FQS 11	PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	STRAWBERRY&WHITECH OCOLATE	-	-	-	-
AMB4 41	AMB026	FQS 11	PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	STRAWBERRY&WHITECH OCOLATE	-	-	-	-
AMB4 42	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	STRAWBERRYWITHYOGH URT	ALPEN	-	-	-
AMB4 43	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CEREALBAR	YOGURT&RASPBERRY	ALPEN	-	-	-
AMB4 44	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	DAIM	-	-	-	-
AMB4 45	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	KITKAT4FINGER	-	-	-	-
AMB4 46	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MALTESERS	-	-	-	-
AMB4 47	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MARS	-	-	-	-
AMB4 48	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MILKYBAR	-	-	-	-
AMB4 49	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	MILKYWAY	-	-	-	-
AMB4 50	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	REVELS	-	-	-	-
AMB4 51	AMB119	FQS 11	NON PRISONER	AMBI NT	CONFECTIONER Y	CHOCOLATE	ROLO	-	-	-	-
AMB4	AMB119	FQS	NON PRISONER	AMBI	CONFECTIONER	CHOCOLATE	SELECTIONBOX	CADBURY	-	-	-

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52		11		NT	Y						
AMB4 53	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	SNICKERS	-	-	-	-
AMB4 54	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	SNOWBALL	-	-	-	-
AMB4 55	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	TOFFEECRISP	-	-	-	-
AMB4 56	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	TOPIC	-	-	-	-
AMB4 57	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	CHOCOLATE	TWIX	-	-	-	-
AMB4 58	AMB119	FQS 11	NON PRISONER	AMBIE NT	CONFECTIONER Y	SUGAR	FRUITPASTILLES	-	-	-	-
AMB4 59	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	BOUILLON	PASTE	FISH	-	-	-
AMB4 60	AMB095	FQS 22	PRISONER	AMBIE NT	COOKING	BOUILLON	POWDER	BEEF	-	-	-
AMB4 61	AMB095	FQS 22	NON PRISONER	AMBIE NT	COOKING	BOUILLON	POWDER	CHEESE	BASEMIX	-	-
AMB4 62	AMB095	FQS 22	PRISONER	AMBIE NT	COOKING	BOUILLON	POWDER	CHICKEN	-	-	-
AMB4 63	AMB095	FQS 22	PRISONER	AMBIE NT	COOKING	BOUILLON	POWDER	VEGETABLE	-	-	-
AMB4 64	AMB095	FQS 22	PRISONER	AMBIE NT	COOKING	GRAVY	GRANULES	MIX	-	-	-
AMB4 65	AMB095	FQS 22	NON PRISONER	AMBIE NT	COOKING	GRAVY	GRANULES	VEGETARIAN	-	-	-
AMB4 66	AMB115	FQS 21	PRISONER	AMBIE NT	COOKING	OILS	OLIVE	PURE	-	-	-
AMB4 67	AMB115	FQS 21	NON PRISONER	AMBIE NT	COOKING	OILS	TOASTEDSESAME	PREPPREMIUM	-	-	-
AMB4 68	AMB115	FQS 21	PRISONER	AMBIE NT	COOKING	OILS	VEGETABLE	LOGLIFE	-	-	-
AMB4 69	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	PASTE	THAICURRY	GREEN	-	-	-

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AMB4 70	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	CHINESE	CURRYMIX	-	-	-
AMB4 71	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	PESTO	GREEN	-	-	-
AMB4 72	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	PESTO	RED	-	-	-
AMB4 73	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	SALSA	THICK&CHUNKY	-	-	-
AMB4 74	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	STIRFRY	TERYAKI	-	-	-
AMB4 75	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	THAICURRY	GREEN	-	-	-
AMB4 76	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	THAICURRY	RED	-	-	-
AMB4 77	AMB095	FQS 22	NON PRISONER	AMBIE NT	COOKING	GRAVY	BROWNING	-	-	-	-
AMB4 78	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	PASTE	BALTI	-	-	-	-
AMB4 79	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	PASTE	BARBECUE	-	-	-	-
AMB4 80	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	PASTE	JALFREZI	-	-	-	-
AMB4 81	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	PASTE	KORMA	-	-	-	-
AMB4 82	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	PASTE	MADRAS	-	-	-	-
AMB4 83	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	PASTE	ROGANJOSH	-	-	-	-
AMB4 84	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	PASTE	TANDORRI	-	-	-	-
AMB4 85	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	PASTE	TIKKA	-	-	-	-
AMB4 86	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	BALTI	-	-	-	-
AMB4	AMB096	FQS	PRISONER	AMBIE	COOKING	SAUCES	BBQ	-	-	-	-

SCHEDULE G – SPECIFICATION

87		22		NT							
AMB4 88	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	BLACKBEANSAUCE	-	-	-	-
AMB4 89	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	CAJUN	-	-	-	-
AMB4 90	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	CHEESE	-	-	-	-
AMB4 91	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	CURRY	-	-	-	-
AMB4 92	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	CURRY	-	-	-	-
AMB4 93	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	HOISIN	-	-	-	-
AMB4 94	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	HONEY&GINGER	-	-	-	-
AMB4 95	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	JALFEZI	-	-	-	-
AMB4 96	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	KORMA	-	-	-	-
AMB4 97	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	PIZZA	-	-	-	-
AMB4 98	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	ROGANJOSH	-	-	-	-
AMB4 99	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	SATAY	-	-	-	-
AMB5 00	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	SWEET&SOUR	-	-	-	-
AMB5 01	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	SZECHUAN	-	-	-	-
AMB5 02	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	THAICHILLI	-	-	-	-
AMB5 03	AMB096	FQS 22	NON PRISONER	AMBIE NT	COOKING	SAUCES	TIKAMASALA	-	-	-	-
AMB5 04	AMB096	FQS 22	PRISONER	AMBIE NT	COOKING	SAUCES	TOMATO&BASIL	-	-	-	-

SCHEDULE G – SPECIFICATION

AMB5 05	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	MONSTERMUNC H	FLAMINGHOT	GRABBAG	WALKERS	-	-
AMB5 06	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	CHEESE&ONION	BAKED	-	-	-	-
AMB5 07	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	CHEESE&ONION	WALKERS	-	-	-	-
AMB5 08	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	CHEESE&ONION	-	-	-	-	-
AMB5 09	AMB112	FQS 22	PRISONER	AMBIE NT	CRISPS	CHEESE&ONION	-	-	-	-	-
AMB5 10	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	CHICKEN	WALKERS	-	-	-	-
AMB5 11	AMB112	FQS 22	PRISONER	AMBIE NT	CRISPS	PRAWNCOCKTAIL	-	-	-	-	-
AMB5 12	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	PRAWNCOCKTAIL	-	-	-	-	-
AMB5 13	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	READYSALTED	BAKED	WALKERS	-	-	-
AMB5 14	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	READYSALTED	WALKERS	-	-	-	-
AMB5 15	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	READYSALTED	-	-	-	-	-
AMB5 16	AMB112	FQS 22	PRISONER	AMBIE NT	CRISPS	READYSALTED	-	-	-	-	-
AMB5 17	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	SALT&VINEGAR	BAKED	WALKERS	-	-	-
AMB5 18	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	SALT&VINEGAR	WALKERS	-	-	-	-
AMB5 19	AMB112	FQS 22	NON PRISONER	AMBIE NT	CRISPS	SALT&VINEGAR	-	-	-	-	-
AMB5 20	FRZ004	FQS 34	PRISONER	AMBIE NT	DESSERTS	CAKES	PORTIONS	MINCE	-	-	-
AMB5 21	AMB041	FQS 34	PRISONER	AMBIE NT	DESSERTS	PORTION	MOUSSE	CHOCOLATE	-	-	-
AMB5	AMB041	FQS	PRISONER	AMBIE	DESSERTS	PORTION	MOUSSE	STRAWBERRY	-	-	-

SCHEDULE G – SPECIFICATION

22		34		NT							
AMB5 23	AMB116	FQS 35	PRISONER	AMBIE NT	DESSERTS	YOGHURT	CHOCOLATE	-	-	-	-
AMB5 24	AMB117	FQS 35	PRISONER	AMBIE NT	DESSERTS	YOGHURT	MIXEDFLAVOURS	MIXEDFLAVOURS	-	-	-
AMB5 25	AMB117	FQS 35	PRISONER	AMBIE NT	DESSERTS	YOGHURT	SOYA	MIXEDFLAVOURS	VEGAN	-	-
AMB5 26	AMB117	FQS 35	PRISONER	AMBIE NT	DESSERTS	YOGHURT	VANILLA	-	-	-	-
AMB5 27	AMB042	FQS 22	PRISONER	AMBIE NT	DESSERTS	MIXES	CHEESECAKE	-	-	-	-
AMB5 28	AMB043	FQS 22	PRISONER	AMBIE NT	DESSERTS	MIXES	CHEESECAKEBASE	-	-	-	-
AMB5 29	AMB102	FQS 22	PRISONER	AMBIE NT	DRIED	HERBS	BAYLEAVES	TURKISH	-	-	-
AMB5 30	AMB102	FQS 22	NON PRISONER	AMBIE NT	DRIED	HERBS	MINT	RUBBED	-	-	-
AMB5 31	AMB102	FQS 22	PRISONER	AMBIE NT	DRIED	HERBS	THYME	RUBBED	-	-	-
AMB5 32	AMB105	FQS 22	PRISONER	AMBIE NT	DRIED	PASTA	LASAGNE	SHEETS	DRIED	-	-
AMB5 33	AMB107	FQS 22	PRISONER	AMBIE NT	DRIED	POTATO	MASHED	INSTANT	-	-	-
AMB5 34	AMB103	FQS 22	PRISONER	AMBIE NT	DRIED	PULSES	BARLEY	PEARL	-	-	-
AMB5 35	AMB103	FQS 22	PRISONER	AMBIE NT	DRIED	PULSES	BEANS	BLACKEYED	-	-	-
AMB5 36	AMB104	FQS 22	PRISONER	AMBIE NT	DRIED	PULSES	BEANS	BROTHMIX	-	-	-
AMB5 37	AMB103	FQS 22	PRISONER	AMBIE NT	DRIED	PULSES	BEANS	HARICOT	-	-	-
AMB5 38	AMB103	FQS 22	PRISONER	AMBIE NT	DRIED	PULSES	LENTILS	GREEN	-	-	-
AMB5 39	AMB103	FQS 22	NON PRISONER	AMBIE NT	DRIED	PULSES	LENTILS	PUY	-	-	-

SCHEDULE G – SPECIFICATION

AMB5 40	AMB103	FQS 22	PRISONER	AMBI NT	DRIED	PULSES	PEAS	CHICK	-	-	-
AMB5 41	AMB103	FQS 22	PRISONER	AMBI NT	DRIED	PULSES	PEAS	GREENSPLIT	DRIED	-	-
AMB5 42	AMB103	FQS 22	NON PRISONER	AMBI NT	DRIED	PULSES	PEAS	MARROWFAT	DRIED	-	-
AMB5 43	AMB103	FQS 22	PRISONER	AMBI NT	DRIED	PULSES	PEAS	YELLOWSPLIT	-	-	-
AMB5 44	AMB001	FQS 22	PRISONER	AMBI NT	DRIED	RICE	BROWN	EASYCOOK	-	-	-
AMB5 45	AMB108	FQS 22	PRISONER	AMBI NT	DRIED	RICE	COUSCOUS	MEDIUM	-	-	-
AMB5 46	AMB109	FQS 22	NON PRISONER	AMBI NT	DRIED	RICE	RISOTTO	-	-	-	-
AMB5 47	AMB109	FQS 22	NON PRISONER	AMBI NT	DRIED	RICE	WHITE	LONGGRAIN	EASYCOOK	-	-
AMB5 48	AMB109	FQS 22	PRISONER	AMBI NT	DRIED	RICE	WHITE	LONGGRAIN	-	-	-
AMB5 49	AMB110	FQS 22	PRISONER	AMBI NT	DRIED	RICE	WHITE	ROUNDGRAIN	PUDDINGRICE	-	-
AMB5 50	AMB102	FQS 22	PRISONER	AMBI NT	DRIED	HERBS	BASIL	-	-	-	-
AMB5 51	AMB102	FQS 22	NON PRISONER	AMBI NT	DRIED	HERBS	DILL	-	-	-	-
AMB5 52	AMB102	FQS 22	PRISONER	AMBI NT	DRIED	HERBS	MIXED	-	-	-	-
AMB5 53	AMB102	FQS 22	PRISONER	AMBI NT	DRIED	HERBS	OREGANO	-	-	-	-
AMB5 54	AMB102	FQS 22	NON PRISONER	AMBI NT	DRIED	HERBS	PARSLEY	-	-	-	-
AMB5 55	AMB102	FQS 22	PRISONER	AMBI NT	DRIED	HERBS	ROSEMARY	-	-	-	-
AMB5 56	AMB102	FQS 22	PRISONER	AMBI NT	DRIED	HERBS	SAGE	-	-	-	-
AMB5	AMB105	FQS	PRISONER	AMBI	DRIED	PASTA	CONCHIGLIE	-	-	-	-

SCHEDULE G – SPECIFICATION

57		22		NT							
AMB5 58	AMB105	FQS 22	PRISONER	AMBIE NT	DRIED	PASTA	FUSILLI	-	-	-	-
AMB5 59	AMB105	FQS 22	PRISONER	AMBIE NT	DRIED	PASTA	MACARONI	-	-	-	-
AMB5 60	AMB105	FQS 22	PRISONER	AMBIE NT	DRIED	PASTA	PENNERIGATE	-	-	-	-
AMB5 61	AMB105	FQS 22	PRISONER	AMBIE NT	DRIED	PASTA	SPAGHETTI	-	-	-	-
AMB5 62	CHI005	FQS 15	NON PRISONER	AMBIE NT	EGGS	MEDIUM	SHELLON	-	-	-	-
AMB5 63	CHI005	FQS 15	NON PRISONER	AMBIE NT	EGGS	MEDIUM	SHELLON	-	-	-	-
AMB5 64	CHI005	FQS 15	PRISONER	AMBIE NT	EGGS	MEDIUM	SHELLON	-	-	-	-
AMB5 65	AMB018	FQS 17	PRISONER	AMBIE NT	FLOUR	FLOUR	CHAPATI	-	-	-	-
AMB5 66	AMB018	FQS 17	PRISONER	AMBIE NT	FLOUR	FLOUR	GRAM	-	-	-	-
AMB5 67	AMB018	FQS 17	Non prisoner	AMBIE NT	FLOUR	PLAIN	GLUTENFREE	-	-	-	-
AMB5 68	AMB099	FQS 22	PRISONER	AMBIE NT	FRUIT	DATES	-	-	-	-	-
AMB5 69	AMB093	FQS 22	PRISONER	AMBIE NT	INGREDIENTS	OLIVES	BLACK	PITTED	-	-	-
AMB5 70	AMB093	FQS 22	PRISONER	AMBIE NT	INGREDIENTS	OLIVES	GREEN	STUFFED	-	-	-
AMB5 71	AMB056	FQS 22	PRISONER	AMBIE NT	INGREDIENTS	TOFU	BLUEDRAGON	-	-	-	-
AMB5 72	AMB057	FQS 22	PRISONER	AMBIE NT	MEAT	MINCE	SOYA	-	-	-	-
AMB5 73	AMB106	FQS 22	PRISONER	AMBIE NT	NOODLES	BULK	CHOPSUEY	-	-	-	-
AMB5 74	AMB111	FQS 22	NON PRISONER	AMBIE NT	NOODLES	BULK	EGG	MEDIUM	-	-	-

SCHEDULE G – SPECIFICATION

AMB5 75	AMB111	FQS 22	PRISONER	AMBI NT	NOODLES	PORTIONS	INDIVIDUAL	TOMATO	-	-	-
AMB5 76	AMB111	FQS 22	PRISONER	AMBI NT	NOODLES	PORTIONS	NOODLES	CHICKEN	-	-	-
AMB5 77	AMB111	FQS 22	PRISONER	AMBI NT	NOODLES	PORTIONS	NOODLES	CURRY	-	-	-
AMB5 78	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 1	MOVEMENT RATE	-	-	-	-
AMB5 79	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 3	MOVEMENT RATE	-	-	-	-
AMB5 80	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 4	MOVEMENT RATE	-	-	-	-
AMB5 81	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 5	MOVEMENT RATE	-	-	-	-
AMB5 82	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 6	MOVEMENT RATE	-	-	-	-
AMB5 83	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 7	MOVEMENT RATE	-	-	-	-
AMB5 84	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 8	MOVEMENT RATE	-	-	-	-
AMB5 85	Not required	0	FOOD PACKING SERVICES	AMBI NT	PACKS	TYPE 9	MOVEMENT RATE	-	-	-	-
AMB5 86	AMB112	FQS 22	NON PRISONER	AMBI NT	SNACKS	CHEESE	DORITOS	-	-	-	-
AMB5 87	AMB112	FQS 22	NON PRISONER	AMBI NT	SNACKS	CHILLI	DORITOS	-	-	-	-
AMB5 88	AMB112	FQS 22	PRISONER	AMBI NT	SNACKS	CHIPSTIXS	MIXED	-	-	-	-
AMB5 89	AMB112	FQS 22	NON PRISONER	AMBI NT	SNACKS	FRENCHFRIES	CHEESEANDONION	WALKERS	-	-	-
AMB5 90	AMB112	FQS 22	NON PRISONER	AMBI NT	SNACKS	FRENCHFRIES	READYSALTED	WALKERS	-	-	-
AMB5 91	AMB112	FQS 22	NON PRISONER	AMBI NT	SNACKS	FRENCHFRIES	SALT&VINEGAR	WALKERS	-	-	-
AMB5	AMB112	FQS	NON PRISONER	AMBI	SNACKS	HULAHOOPS	BEEF	-	-	-	-

SCHEDULE G – SPECIFICATION

92		22		NT							
AMB5 93	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	HULAHOOPS	ORIGINAL	-	-	-	-
AMB5 94	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	MONSTERMUNC H	PICKLEDONION	WALKERS	-	-	-
AMB5 95	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	NUTS	CHILLI	WALKERS	-	-	-
AMB5 96	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	NUTS	DRYROASTED	WALKERS	-	-	-
AMB5 97	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	NUTS	SALTED	WALKERS	-	-	-
AMB5 98	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	ORIGINAL	DORITOS	-	-	-	-
AMB5 99	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	POPPADUM	INDIAN	-	-	-	-
AMB6 00	AMB033	FQS 13	PRISONER	AMBIE NT	SNACKS	SESAME	BITES	-	-	-	-
AMB6 01	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	WOTSIT	CHEESE	KP	-	-	-
AMB6 02	AMB112	FQS 22	PRISONER	AMBIE NT	SNACKS	POPCORN	-	-	-	-	-
AMB6 03	AMB033	FQS 13	PRISONER	AMBIE NT	SNACKS	FRUIT	MIXED	-	-	-	-
AMB6 04	AMB033	FQS 13	NON PRISONER	AMBIE NT	SNACKS	FRUIT	RAISINS&SULTANAS	-	-	-	-
AMB6 05	AMB112	FQS 22	PRISONER	AMBIE NT	SNACKS	NUTS	PEANUTS	-	-	-	-
AMB6 06	AMB112	FQS 22	PRISONER	AMBIE NT	SNACKS	NUTS	TRAILMIX	-	-	-	-
AMB6 07	AMB112	FQS 22	NON PRISONER	AMBIE NT	SNACKS	PORKSCRATCHIN G	-	-	-	-	-
AMB6 08	AMB114	FQS 37	PRISONER	AMBIE NT	SOUPS	BULK	CHICKEN	-	-	-	-
AMB6 09	AMB114	FQS 37	PRISONER	AMBIE NT	SOUPS	BULK	LEEK	-	-	-	-

SCHEDULE G – SPECIFICATION

AMB6 10	AMB114	FQS 37	PRISONER	AMBIE NT	SOUPS	BULK	MINESTRONE	-	-	-	-
AMB6 11	AMB114	FQS 37	PRISONER	AMBIE NT	SOUPS	BULK	MUSHROOM	-	-	-	-
AMB6 12	AMB114	FQS 37	PRISONER	AMBIE NT	SOUPS	BULK	TOMATO	-	-	-	-
AMB6 13	AMB114	FQS 37	PRISONER	AMBIE NT	SOUPS	BULK	VEGETABLE	-	-	-	-
AMB6 14	AMB113	FQS 37	NON PRISONER	AMBIE NT	SOUPS	PORTION	OXTAIL	-	-	-	-
AMB6 15	AMB113	FQS 37	PRISONER	AMBIE NT	SOUPS	PORTION	TOMATO	-	-	-	-
AMB6 16	AMB113	FQS 37	PRISONER	AMBIE NT	SOUPS	PORTION	VEGETABLE	-	-	-	-
AMB6 17	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CARDAMON	WHOLE	-	-	-	-
AMB6 18	AMB101	FQS 22	NON PRISONER	AMBIE NT	SPICES	CHILLIES	CRUSHED	-	-	-	-
AMB6 19	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CINNAMON	GROUND	-	-	-	-
AMB6 20	AMB101	FQS 22	NON PRISONER	AMBIE NT	SPICES	CINNAMON	STICKS	-	-	-	-
AMB6 21	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CLOVES	WHOLE	-	-	-	-
AMB6 22	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CUMIN	GROUND	-	-	-	-
AMB6 23	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CURRY	CURRY	GARAMMASALA	-	-	-
AMB6 24	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CURRY	CURRY	HOT	POWDER	-	-
AMB6 25	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CURRY	MADRAS	POWDER	-	-	-
AMB6 26	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	FIVESPICE	FIVESPICE	CHINESE	-	-	-
AMB6	AMB101	FQS	PRISONER	AMBIE	SPICES	GARLIC	GARLIC	POWDER	-	-	-

SCHEDULE G – SPECIFICATION

27		22		NT							
AMB6 28	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	GARLIC	GARLIC	PUREE	-	-	-
AMB6 29	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	GINGER	GINGER	GROUND	-	-	-
AMB6 30	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	NUTMEG	NUTMEG	GROUND	-	-	-
AMB6 31	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	PEPPER	PEPPER	BLACK	CRACKED	-	-
AMB6 32	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	PEPPER	PEPPER	BLACK	GROUND	-	-
AMB6 33	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	PEPPER	PEPPER	PORTION	-	-	-
AMB6 34	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	PEPPER	PEPPER	WHITE	GROUND	-	-
AMB6 35	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	SALT	COOKING	-	-	-	-
AMB6 36	AMB101	FQS 22	NON PRISONER	AMBIE NT	SPICES	SALT	LO	-	-	-	-
AMB6 37	AMB101	FQS 22	NON PRISONER	AMBIE NT	SPICES	SALT	PORTION	-	-	-	-
AMB6 38	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	SALT	PORTION	-	-	-	-
AMB6 39	AMB101	FQS 22	NON PRISONER	AMBIE NT	SPICES	SALT	TABLE	-	-	-	-
AMB6 40	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	CORIANDER	-	-	-	-	-
AMB6 41	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	MIXEDSPICE	-	-	-	-	-
AMB6 42	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	PAPRIKA	-	-	-	-	-
AMB6 43	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	PEPPER	CAYENNEPEPPER	-	-	-	-
AMB6 44	AMB101	FQS 22	PRISONER	AMBIE NT	SPICES	POWDER	CHILLI	-	-	-	-

SCHEDULE G – SPECIFICATION

AMB6 45	AMB101	FQS 22	NON PRISONER	AMBI NT	SPICES	TARRAGON	-	-	-	-	-
AMB6 46	AMB101	FQS 22	PRISONER	AMBI NT	SPICES	TUMERIC	-	-	-	-	-
AMB6 47	AMB015	FQS 33	PRISONER	AMBI NT	SPREADS	MARMITE	PORTION	-	-	-	-
AMB6 48	AMB015	FQS 33	PRISONER	AMBI NT	SPREADS	PEANUTBUTTER	BULK	SMOOTH	-	-	-
AMB6 49	AMB015	FQS 33	PRISONER	AMBI NT	SPREADS	PEANUTBUTTER	BULK	SMOOTH	-	-	-
AMB6 50	AMB015	FQS 33	NON PRISONER	AMBI NT	SPREADS	PEANUTBUTTER	PORTION	CRUNCHY	-	-	-
AMB6 51	AMB015	FQS 33	NON PRISONER	AMBI NT	SPREADS	MARMITE	-	-	-	-	-
AMB6 52	AMB050	FQS 04	FOOD PACKING SERVICES	AMBI NT	SUGARS	PORTION	SWEETNER	-	-	-	-
AMB6 53	AMB098	FQS 22	FOOD PACKING SERVICES	AMBI NT	SUGARS	PORTION	WHITE	-	-	-	-
AMB6 54	AMB098	FQS 22	FOOD PACKING SERVICES	AMBI NT	SUGARS	PORTION	WHITE	-	-	-	-
AMB6 55	AMB024	FQS 04	NON PRISONER	AMBI NT	WATER	SPARKLING	PETBOTTLE	-	-	-	-
AMB6 56	AMB024	FQS 04	NON PRISONER	AMBI NT	WATER	SPARKLING	PETBOTTLE	-	-	-	-
AMB6 57	AMB024	FQS 04	NON PRISONER	AMBI NT	WATER	STILL	PETBOTTLE	-	-	-	-
AMB6 58	AMB024	FQS 04	NON PRISONER	AMBI NT	WATER	STILL	PETBOTTLE	-	-	-	-
CHI65 9	CHI013	FQS 38	PRISONER	CHILLE D	BUTTER	PORTION	SALTED	-	-	-	-
CHI66 0	CHI013	FQS 38	NON PRISONER	CHILLE D	BUTTER	PORTION	-	-	-	-	-
CHI66 1	CHI013	FQS 38	NON PRISONER	CHILLE D	BUTTER	-	-	-	-	-	-
CHI66	CHI003	FQS	NON PRISONER	CHILLE	CHEESE	CHEDDAR	COLOURED	MILD	BLOCK	-	-

SCHEDULE G – SPECIFICATION

2		27		D							
CHI663	CHI003	FQS 27	PRISONER	CHILLED	CHEESE	CHEDDAR	GRATED	PIZZA TOPPING	-	-	-
CHI664	CHI003	FQS 27	PRISONER	CHILLED	CHEESE	CHEDDAR	STICK	MATURE	-	-	-
CHI665	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	CHEDDAR	WHITE	EXTRAMATURE	BLOCK	-	-
CHI666	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	CHEDDAR	WHITE	MATURE	BLOCK	-	-
CHI667	CHI003	FQS 27	PRISONER	CHILLED	CHEESE	CHEDDAR	WHITE	MILD	SLICED	CHEDDARSTYLE	-
CHI668	CHI003	FQS 27	PRISONER	CHILLED	CHEESE	CHEDDAR	MILD	GRATED	-	-	-
CHI669	CHI002	FQS 36	PRISONER	CHILLED	CHEESE	CHEEDAR	PORTIONS	ASSORTED	-	-	-
CHI670	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	CREAM	PHILADELPHIA	-	-	-	-
CHI671	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	CREAMCHEESE	LOWFAT	-	-	-	-
CHI672	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	PARMESAN	GRATED	-	-	-	-
CHI673	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	PARMESAN	SHAVINGS	-	-	-	-
CHI674	CHI001	FQS 34	PRISONER	CHILLED	CHEESE	SLICES	PROCESSED	-	-	-	-
CHI675	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	SMOKED	-	-	-	-	-
CHI676	CHI001	FQS 34	PRISONER	CHILLED	CHEESE	VEGAN	CHEEZLEY	CHEDDARSTYLE	-	-	-
CHI677	CHI001	FQS 34	PRISONER	CHILLED	CHEESE	VEGETARIAN	ANALOGUE	-	-	-	-
CHI678	CHI011	FQS 35	PRISONER	CHILLED	CHEESE	COTTAGECHEESE	-	-	-	-	-
CHI679	CHI003	FQS 27	NON PRISONER	CHILLED	CHEESE	FETA	-	-	-	-	-

SCHEDULE G – SPECIFICATION

CHI680	CHI012	FQS 38	Non prisoner	CHILLE D	CHEESE	PORTIONS	SOFT CHEESE	-	-	-	-
CHI681	CHI023	FQS 27	PRISONER	CHILLE D	CREAM	UHT	DOUBLE	-	-	-	-
CHI682	CHI023	FQS 27	PRISONER	CHILLE D	CREAM	UHT	SINGLE	-	-	-	-
CHI683	CHI023	FQS 27	PRISONER	CHILLE D	CREAM	AEROSOL	-	-	-	-	-
CHI684	CHI023	FQS 27	NON PRISONER	CHILLE D	CREAM	ALTERNATIVE	-	-	-	-	-
CHI685	CHI023	FQS 27	PRISONER	CHILLE D	CREAM	SUBSTITUTE	-	-	-	-	-
CHI686	CHI007	FQS 38	NON PRISONER	CHILLE D	MARGARINE	CATERING	BLOCK	LIGHT	SPREAD	-	-
CHI687	CHI007	FQS 38	PRISONER	CHILLE D	MARGARINE	CATERING	PREMIUM	-	-	-	-
CHI688	CHI008	FQS 38	NON PRISONER	CHILLE D	MARGARINE	CATERING	SUNFLOWERSPREAD	-	-	-	-
CHI689	CHI007	FQS 38	NON PRISONER	CHILLE D	MARGARINE	CATERING	PREMIUM	-	-	-	-
CHI690	CHI008	FQS 38	PRISONER	CHILLE D	MARGARINE	PORTION	SUNFLOWER	LIGHT	-	-	-
CHI691	CHI008	FQS 38	FOOD PACKING SERVICES	CHILLE D	MARGARINE	PORTION	LIGHT	-	-	-	-
CHI692	CHI007	FQS 38	PRISONER	CHILLE D	MARGARINE	CATERING	-	-	-	-	-
CHI693	CHI024	FQS 12	NON PRISONER	CHILLE D	MEAT	BEEF	COOKED	CORNE	10SLICES	-	-
CHI694	CHI024	FQS 12	NON PRISONER	CHILLE D	MEAT	BEEF	COOKED	SILVERSIDE	PRESLICED	-	-
CHI695	CHI024	FQS 12	NON PRISONER	CHILLE D	MEAT	BEEF	COOKED	SLICED	12/16SLICES	-	-
CHI696	CHI024	FQS 12	NON PRISONER	CHILLE D	MEAT	BLACKPUDDINGS TICK	COOKED	-	-	-	-
CHI69	CHI024	FQS	NON PRISONER	CHILLE	MEAT	CHICKEN	COOKED	SLICED	18/20SLICES	70%	-

SCHEDULE G – SPECIFICATION

7		12		D							
CHI698	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	HAM	COOKED	GAMMON	-	-	-
CHI699	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	HAM	COOKED	GAMMON	10/13SLICES	-	-
CHI700	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	HAM	COOKED	HONEYROAST	PRESLICED	-	-
CHI701	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	HAM	COOKED	HONEYROAST	-	-	-
CHI702	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	HAM	COOKED	SMOKED	WAFERTHIN	-	-
CHI703	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	HAM	COOKED	WAFERTHIN	-	-	-
CHI704	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	HAM	COOKED	WILTSHIREWHOLE	-	-	-
CHI705	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	PORK	COOKED	SHOULDER	18/20SLICES	80%	-
CHI706	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	PORK	COOKED	PRE-SLICED	-	-	-
CHI707	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	TURKEY	COOKED	BREAST	PRESLICED	-	-
CHI708	CHI024	FQS12	NON PRISONER	CHILLED	MEAT	TURKEY	COOKED	SLICED	18/20SLICES	-	-
CHI709	CHI009	FQS25	PRISONER	CHILLED	MILK	FRESH	SEMI-SKIMMED	FRESH	SEMI-SKIMMED	-	-
CHI710	CHI009	FQS25	PRISONER	CHILLED	MILK	FRESH	SEMI-SKIMMED	FRESH	SEMI-SKIMMED	PERGAL	-
CHI711	CHI009	FQS25	PRISONER	CHILLED	MILK	FRESH	SEMI-SKIMMED	FRESH	SEMI-SKIMMED	PASTEURISED	-
CHI712	CHI009	FQS25	PRISONER	CHILLED	MILK	FRESH	WHOLE	FRESH	WHOLEMILK	-	-
CHI713	CHI009	FQS25	PRISONER	CHILLED	MILK	FRESH	WHOLE	FRESH	WHOLEMILK	PASTEURISED	-
CHI714	CHI009	FQS25	PRISONER	CHILLED	MILK	FRESH	WHOLE	FRESH	WHOLEMILK	PERGAL	-

SCHEDULE G – SPECIFICATION

CHI71 5	CHI010	FQS 25	PRISONER	CHILLE D	MILK	UHT	SEMI-SKIMMED	CATERING	-	-	-
CHI71 6	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	SEMI-SKIMMED	PORTION	SEMISKIMMED	-	-
CHI71 7	CHI010	FQS 25	PRISONER	CHILLE D	MILK	UHT	SEMI-SKIMMED	PORTION	-	-	-
CHI71 8	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	SKIMMED	CATERING	-	-	-
CHI71 9	CHI006	FQS 25	PRISONER	CHILLE D	MILK	UHT	SOYA	CATERING	FORTIFIED	SWEETENED	-
CHI72 0	CHI010	FQS 25	PRISONER	CHILLE D	MILK	UHT	WHOLE	PORTION	-	-	-
CHI72 1	CHI009	FQS 25	PRISONER	CHILLE D	MILK	FRESH	SEMI-SKIMMED	-	-	-	-
CHI72 2	CHI009	FQS 25	PRISONER	CHILLE D	MILK	FRESH	WHOLE	-	-	-	-
CHI72 3	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	BANANA	-	-	-	-
CHI72 4	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	BANANA	-	-	-	-
CHI72 5	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	CHOCOLATE	-	-	-	-
CHI72 6	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	CHOCOLATE	-	-	-	-
CHI72 7	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	STRAWBERRY	-	-	-	-
CHI72 8	CHI010	FQS 25	NON PRISONER	CHILLE D	MILK	UHT	STRAWBERRY	-	-	-	-
CHI72 9	CHI010	FQS 25	PRISONER	CHILLE D	MILK	UHT	WHOLE	-	-	-	-
CHI73 0	CHI010	FQS 25	PRISONER	CHILLE D	MILK	UHT	WHOLE	-	-	-	-
CHI73 1	CHI021	FQS 32	PRISONER	CHILLE D	SANDWICHFILLI NG	COLESLAW	COLESLAW	PREMIUM	-	-	-
CHI73	CHI025	FQS	NON PRISONER	CHILLE	SANDWICHFILLI	PRAWN	PRAWN	MARIEROSE	-	-	-

SCHEDULE G – SPECIFICATION

2		27		D	NG						
CHI733	CHI020	FQS 27	PRISONER	CHILLED	SANDWICHFILLING	SANDWICHFILLING	EGGMAYO	-	-	-	-
CHI734	CHI025	FQS 27	NON PRISONER	CHILLED	SANDWICHFILLING	CORONATIONCHICKEN	-	-	-	-	-
CHI735	CHI025	FQS 27	PRISONER	CHILLED	SANDWICHFILLING	HOUMOUS	-	-	-	-	-
CHI736	CHI025	FQS 27	NON PRISONER	CHILLED	SANDWICHFILLING	TUNAMAYONNAISE	-	-	-	-	-
CHI737	CHI017	FQS 25	NON PRISONER	CHILLED	YOGHURT	MIXED	FLAVOURS	COOL COUNTRY	-	-	-
CHI738	CHI017	FQS 25	NON PRISONER	CHILLED	YOGHURT	MIXED	FRUITCORNER	MULLER	-	-	-
CHI739	CHI017	FQS 25	NON PRISONER	CHILLED	YOGHURT	MIXED	LIGHT	MULLER	-	-	-
CHI740	CHI016	FQS 25	NON PRISONER	CHILLED	YOGHURT	NATURAL	GREEKSTYLE	PORTIONS	-	-	-
CHI741	CHI016	FQS 25	PRISONER	CHILLED	YOGHURT	NATURAL	LOWFAT	-	-	-	-
CHI742	CHI016	FQS 25	NON PRISONER	CHILLED	YOGHURT	NATURAL	PORTION	-	-	-	-
CHI743	CHI015	FQS 35	PRISONER	CHILLED	YOGHURT	NATURAL	GREEKSTYLE	BULK	-	-	-
FRE744	FRE048	FQS 18	PRISONER	FRESH	FRUIT	APPLE	COOKING	BRAMLEY	-	-	-
FRE745	FRE018	FQS 18	NON PRISONER	FRESH	FRUIT	APPLE	GREEN	GRANNYSMITH	-	-	-
FRE746	FRE018	FQS 18	NON PRISONER	FRESH	FRUIT	APPLE	GREEN	-	-	-	-
FRE747	FRE018	FQS 18	NON PRISONER	FRESH	FRUIT	APPLE	RED	MEDIUM	-	-	-
FRE748	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	AVOCADO	-	-	-	-	-
FRE749	FRE019	FQS 18	PRISONER	FRESH	FRUIT	BANANA	GREEN	TOKEEP	-	-	-

SCHEDULE G – SPECIFICATION

FRE75 0	FRE019	FQS 18	PRISONER	FRESH	FRUIT	BANANA	GREENTIP	BAG	-	-	-
FRE75 1	FRE019	FQS 18	NON PRISONER	FRESH	FRUIT	BANANA	GREENTIP	MEDIUM	-	-	-
FRE75 2	FRE019	FQS 18	PRISONER	FRESH	FRUIT	BANANA	GREENTIP	READYTOEAT	-	-	-
FRE75 3	FRE019	FQS 18	NON PRISONER	FRESH	FRUIT	BANANA	GREENTIP	SMALL	-	-	-
FRE75 4	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	BLACKBERRIES	-	-	-	-	-
FRE75 5	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	BLUEBERRIES	-	-	-	-	-
FRE75 6	FRE050	FQS 18	PRISONER	FRESH	FRUIT	CLEMENTINE/SAT SUMA	EASY PEELER	-	-	-	-
FRE75 7	FRE050	FQS 18	NON PRISONER	FRESH	FRUIT	CLEMENTINE/SAT SUMA	EASY PEELER	-	-	-	-
FRE75 8	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	COCONUT	LARGE	-	-	-	-
FRE75 9	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	FIGS	BLACK/GREEN	-	-	-	-
FRE76 0	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	GRAPES	BLACKGRAPES	-	-	-	-
FRE76 1	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	GRAPES	GREENGRAPES	-	-	-	-
FRE76 2	FRE025	FQS 18	PRISONER	FRESH	FRUIT	LEMON	-	-	-	-	-
FRE76 3	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	MANGO	-	-	-	-	-
FRE76 4	FRE023	FQS 18	NON PRISONER	FRESH	FRUIT	MELON	CANTELOUPE	-	-	-	-
FRE76 5	FRE023	FQS 18	PRISONER	FRESH	FRUIT	MELON	GALIA	-	-	-	-
FRE76 6	FRE023	FQS 18	PRISONER	FRESH	FRUIT	MELON	HONEYDEW	YELLOW	-	-	-
FRE76	FRE023	FQS	NON PRISONER	FRESH	FRUIT	MELON	HONEYDEW	YELLOW	-	-	-

SCHEDULE G – SPECIFICATION

7		18									
FRE76 8	FRE023	FQS 18	PRISONER	FRESH	FRUIT	MELON	WATER	-	-	-	-
FRE76 9	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	PAWPAW	-	-	-	-	-
FRE77 0	FRE021	FQS 18	NON PRISONER	FRESH	FRUIT	PEAR	CONFERENCE	-	-	-	-
FRE77 1	FRE035	FQS 18	NON PRISONER	FRESH	FRUIT	PINEAPPLE	LARGE	-	-	-	-
FRE77 2	FRE026	FQS 18	PRISONER	FRESH	FRUIT	PLUMS	RED	-	-	-	-
FRE77 3	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	RASPBERRY	RED	-	-	-	-
FRE77 4	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	STARFRUIT	-	-	-	-	-
FRE77 5	FRE018	FQS 18	PRISONER	FRESH	FRUIT	APPLE	SEASONAL	-	-	-	-
FRE77 6	FRE056	FQS 18	PRISONER	FRESH	FRUIT	GRAPEFRUIT	WHITE	-	-	-	-
FRE77 7	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	GRAPES	BLACK	-	-	-	-
FRE77 8	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	GRAPES	GREEN	-	-	-	-
FRE77 9	FRE024	FQS 18	NON PRISONER	FRESH	FRUIT	KIWI	-	-	-	-	-
FRE78 0	FRE024	FQS 18	PRISONER	FRESH	FRUIT	KIWI	-	-	-	-	-
FRE78 1	FRE025	FQS 18	PRISONER	FRESH	FRUIT	LEMON	MEDIUM	-	-	-	-
FRE78 2	FRE025	FQS 18	NON PRISONER	FRESH	FRUIT	LIME	LOOSE	-	-	-	-
FRE78 3	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	MANGO	-	-	-	-	-
FRE78 4	FRE020	FQS 18	NON PRISONER	FRESH	FRUIT	ORANGE	MEDIUM	-	-	-	-

SCHEDULE G – SPECIFICATION

FRE78 5	FRE020	FQS 18	PRISONER	FRESH	FRUIT	ORANGE	SMALL	-	-	-	-
FRE78 6	FRE067	FQS 18	NON PRISONER	FRESH	FRUIT	PASSIONFRUIT	-	-	-	-	-
FRE78 7	FRE021	FQS 18	PRISONER	FRESH	FRUIT	PEAR	SEASONAL	-	-	-	-
FRE78 8	FRE035	FQS 18	NON PRISONER	FRESH	FRUIT	PINEAPPLE	LARGE	-	-	-	-
FRE78 9	FRE026	FQS 18	NON PRISONER	FRESH	FRUIT	PLUMS	RED	-	-	-	-
FRE79 0	FRE047	FQS 18	PRISONER	FRESH	FRUIT	STRAWBERRIES	-	-	-	-	-
FRE79 1	FRE047	FQS 18	PRISONER	FRESH	FRUIT	STRAWBERRIES	-	-	-	-	-
FRE79 2	FRE049	FQS 18	PRISONER	FRESH	HERBS	BASIL	GREEN	-	-	-	-
FRE79 3	FRE049	FQS 18	NON PRISONER	FRESH	HERBS	BAYLEAVES	-	-	-	-	-
FRE79 4	FRE049	FQS 18	PRISONER	FRESH	HERBS	CHIVE	-	-	-	-	-
FRE79 5	FRE049	FQS 18	PRISONER	FRESH	HERBS	CORIANDER	-	-	-	-	-
FRE79 6	FRE049	FQS 18	PRISONER	FRESH	HERBS	DILL	-	-	-	-	-
FRE79 7	FRE049	FQS 18	PRISONER	FRESH	HERBS	LEMONGRASS	-	-	-	-	-
FRE79 8	FRE049	FQS 18	NON PRISONER	FRESH	HERBS	LEMONGRASS	-	-	-	-	-
FRE79 9	FRE049	FQS 18	PRISONER	FRESH	HERBS	MINT	-	-	-	-	-
FRE80 0	FRE049	FQS 18	NON PRISONER	FRESH	HERBS	OREGANO	-	-	-	-	-
FRE80 1	FRE049	FQS 18	PRISONER	FRESH	HERBS	PARSLEY	FLAT	-	-	-	-
FRE80	FRE049	FQS	NON PRISONER	FRESH	HERBS	PARSLEY	FLAT	-	-	-	-

SCHEDULE G – SPECIFICATION

2		18									
FRE803	FRE049	FQS18	NON PRISONER	FRESH	HERBS	ROSEMARY	-	-	-	-	-
FRE804	FRE049	FQS18	PRISONER	FRESH	HERBS	SAGE	-	-	-	-	-
FRE805	FRE049	FQS18	PRISONER	FRESH	HERBS	TARRAGON	-	-	-	-	-
FRE806	FRE049	FQS18	PRISONER	FRESH	HERBS	THYME	-	-	-	-	-
FRE807	FRE051	FQS18	PRISONER	FRESH	SALAD	LETTUCE	FANCYLETTUCE	-	-	-	-
FRE808	FRE030	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	FLAT	-	-	-	-
FRE809	FRE029	FQS18	PRISONER	FRESH	SALAD	LETTUCE	ICEBURG	VACUUMCOOLED	-	-	-
FRE810	FRE029	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	ICEBURG	-	-	-	-
FRE811	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	OAKLEAF	RED	-	-	-
FRE812	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	OAKLEAF	RED	-	-	-
FRE813	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	RADICCIO	RED	-	-	-
FRE814	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	RADICCIO	RED	-	-	-
FRE815	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	COS	-	-	-	-
FRE816	FRE042	FQS18	PRISONER	FRESH	SALAD	CRESS	-	-	-	-	-
FRE817	FRE030	FQS18	PRISONER	FRESH	SALAD	LETTUCE	FLAT	-	-	-	-
FRE818	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	FRIZZY	-	-	-	-
FRE819	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	LOLLOROSSO	-	-	-	-

SCHEDULE G – SPECIFICATION

FRE820	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	LOLLOROSSO	-	-	-	-
FRE821	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	REDCHARD	-	-	-	-
FRE822	FRE051	FQS18	NON PRISONER	FRESH	SALAD	LETTUCE	ROQUETTE	-	-	-	-
FRE823	FRE051	FQS18	NON PRISONER	FRESH	SALAD	ROCKET	-	-	-	-	-
FRE824	FRE031	FQS18	NON PRISONER	FRESH	VEGETABLES	ASPARAGUS	GREEN	LARGE	-	-	-
FRE825	FRE001	FQS18	NON PRISONER	FRESH	VEGETABLES	AUBERGINE	-	-	-	-	-
FRE826	FRE002	FQS18	PRISONER	FRESH	VEGETABLES	BEANSPOUTS	-	-	-	-	-
FRE827	FRE003	FQS32	PRISONER	FRESH	VEGETABLES	BEETROOT	COOKED	LOGLIFE	-	-	-
FRE828	FRE003	FQS32	NON PRISONER	FRESH	VEGETABLES	BEETROOT	COOKED	LOGLIFE	-	-	-
FRE829	FRE057	FQS18	NON PRISONER	FRESH	VEGETABLES	BUTTERNUTSQUASH	LOOSE	-	-	-	-
FRE830	FRE005	FQS18	NON PRISONER	FRESH	VEGETABLES	CABBAGE	GREEN	-	-	-	-
FRE831	FRE005	FQS18	PRISONER	FRESH	VEGETABLES	CABBAGE	RED	NETTED	-	-	-
FRE832	FRE006	FQS19	PRISONER	FRESH	VEGETABLES	CABBAGE	SAVOY	UNGRADED	-	-	-
FRE833	FRE005	FQS18	PRISONER	FRESH	VEGETABLES	CABBAGE	WHITE	PREPARED	-	-	-
FRE834	FRE005	FQS18	PRISONER	FRESH	VEGETABLES	CABBAGE	WHITE	WHOLE	-	-	-
FRE835	FRE005	FQS18	NON PRISONER	FRESH	VEGETABLES	CABBAGE	WHITE	-	-	-	-
FRE836	FRE010	FQS18	NON PRISONER	FRESH	VEGETABLES	CAPSICUM	PEPPER	GREEN	-	-	-
FRE83	FRE010	FQS	PRISONER	FRESH	VEGETABLES	CAPSICUM	PEPPER	GREEN	-	-	-

SCHEDULE G – SPECIFICATION

7		18									
FRE83 8	FRE010	FQS 18	PRISONER	FRESH	VEGETABLES	CAPSICUM	PEPPER	RED	-	-	-
FRE83 9	FRE010	FQS 18	NON PRISONER	FRESH	VEGETABLES	CAPSICUM	PEPPER	RED	-	-	-
FRE84 0	FRE010	FQS 18	PRISONER	FRESH	VEGETABLES	CAPSICUM	PEPPER	YELLOW	-	-	-
FRE84 1	FRE010	FQS 18	NON PRISONER	FRESH	VEGETABLES	CAPSICUM	PEPPER	YELLOW	-	-	-
FRE84 2	FRE010	FQS 18	PRISONER	FRESH	VEGETABLES	CAPSICUM	PEPPERS	TRI-COLOUR	-	-	-
FRE84 3	FRE011	FQS 32	PRISONER	FRESH	VEGETABLES	CARROT	GRATED	BAG	-	-	-
FRE84 4	FRE011	FQS 32	PRISONER	FRESH	VEGETABLES	CARROTS	DICED	LOOSEPACK	-	-	-
FRE84 5	FRE012	FQS 18	NON PRISONER	FRESH	VEGETABLES	CARROTS	HYDRO-COOLED	BAG	-	-	-
FRE84 6	FRE011	FQS 32	PRISONER	FRESH	VEGETABLES	CARROTS	PEELED	LOOSEPACK	-	-	-
FRE84 7	FRE013	FQS 18	NON PRISONER	FRESH	VEGETABLES	CAULIFLOWER	12CMCURD	TRIMMED	-	-	-
FRE84 8	FRE014	FQS 18	NON PRISONER	FRESH	VEGETABLES	CELERIAC	BAG	-	-	-	-
FRE84 9	FRE014	FQS 18	PRISONER	FRESH	VEGETABLES	CELERY	GREEN/WHITE	-	-	-	-
FRE85 0	FRE015	FQS 18	PRISONER	FRESH	VEGETABLES	CHILLI	GREEN	JALAPENO	-	-	-
FRE85 1	FRE015	FQS 18	NON PRISONER	FRESH	VEGETABLES	CHILLI	MIXED	GREEN/RED	-	-	-
FRE85 2	FRE005	FQS 18	NON PRISONER	FRESH	VEGETABLES	CHINESELEAF	LOOSE	-	-	-	-
FRE85 3	FRE004	FQS 32	PRISONER	FRESH	VEGETABLES	CHIPS	CHILLED FRENCH FRIES	PAR-FRIED	-	-	-
FRE85 4	FRE004	FQS 32	NON PRISONER	FRESH	VEGETABLES	CHIPS	RAW	LOOSEPACK	-	-	-

SCHEDULE G – SPECIFICATION

FRE85 5	FRE062	FQS 18	NON PRISONER	FRESH	VEGETABLES	CORN	BABYCORN	80g	-	-	-
FRE85 6	FRE014	FQS 18	NON PRISONER	FRESH	VEGETABLES	FENNEL	LOOSE	-	-	-	-
FRE85 7	FRE054	FQS 18	PRISONER	FRESH	VEGETABLES	GINGER	ROOT	-	-	-	-
FRE85 8	FRE028	FQS 18	PRISONER	FRESH	VEGETABLES	LEEK	GREEN	NETTED	-	-	-
FRE85 9	FRE028	FQS 18	NON PRISONER	FRESH	VEGETABLES	LEEK	GREEN	-	-	-	-
FRE86 0	FRE032	FQS 18	PRISONER	FRESH	VEGETABLES	MUSHROOMS	BUTTON	15-40MM	-	-	-
FRE86 1	FRE034	FQS 18	NON PRISONER	FRESH	VEGETABLES	ONIONS	COOKING	-	-	-	-
FRE86 2	FRE033	FQS 32	PRISONER	FRESH	VEGETABLES	ONIONS	PREPARED	DICED	-	-	-
FRE86 3	FRE033	FQS 32	PRISONER	FRESH	VEGETABLES	ONIONS	PREPARED	SLICED	-	-	-
FRE86 4	FRE034	FQS 18	NON PRISONER	FRESH	VEGETABLES	ONIONS	RED	BAG	-	-	-
FRE86 5	FRE034	FQS 18	PRISONER	FRESH	VEGETABLES	ONIONS	SPRING	TRIMMED	-	-	-
FRE86 6	FRE034	FQS 18	NON PRISONER	FRESH	VEGETABLES	ONIONS	SPRING	TRIMMED	-	-	-
FRE86 7	FRE034	FQS 18	PRISONER	FRESH	VEGETABLES	ONIONS	WHITE	60-80MM	-	-	-
FRE86 8	FRE033	FQS 32	PRISONER	FRESH	VEGETABLES	ONIONS	WHOLE	PREPARED	-	-	-
FRE86 9	FRE036	FQS 18	NON PRISONER	FRESH	VEGETABLES	PARSNIP	HYDRO-COOLED	-	-	-	-
FRE87 0	FRE065	FQS 18	NON PRISONER	FRESH	VEGETABLES	PLANTAIN	FORCOOKING	-	-	-	-
FRE87 1	FRE065	FQS 18	PRISONER	FRESH	VEGETABLES	PLANTAIN	FORCOOKING	-	-	-	-
FRE87	FRE037	FQS	PRISONER	FRESH	VEGETABLES	POTATO	JACKET	50	-	-	-

SCHEDULE G – SPECIFICATION

2		18									
FRE87 3	FRE038	FQS 18	PRISONER	FRESH	VEGETABLES	POTATO	RED	WASHED	-	-	-
FRE87 4	FRE037	FQS 18	PRISONER	FRESH	VEGETABLES	POTATOES	JACKET	80	-	-	-
FRE87 5	FRE038	FQS 18	PRISONER	FRESH	VEGETABLES	POTATOES	MIDS	WASHED	-	-	-
FRE87 6	FRE040	FQS 32	PRISONER	FRESH	VEGETABLES	POTATOES	PARTPEELED	PREPARED	-	-	-
FRE87 7	FRE040	FQS 32	PRISONER	FRESH	VEGETABLES	POTATOES	PREPARED	DICED	-	-	-
FRE87 8	FRE040	FQS 32	PRISONER	FRESH	VEGETABLES	POTATOES	PREPARED	FORBOILING	-	-	-
FRE87 9	FRE040	FQS 32	PRISONER	FRESH	VEGETABLES	POTATOES	PREPARED	SLICED	-	-	-
FRE88 0	FRE039	FQS 18	PRISONER	FRESH	VEGETABLES	POTATOES	WARE	DIRTY	-	-	-
FRE88 1	FRE015	FQS 18	PRISONER	FRESH	VEGETABLES	SCOTCHBONNET	CHILLI	-	-	-	-
FRE88 2	FRE034	FQS 18	NON PRISONER	FRESH	VEGETABLES	SHALLOT	SMALL	ROUND	-	-	-
FRE88 3	FRE044	FQS 32	PRISONER	FRESH	VEGETABLES	SWEDE	DICED	LOOSEPACK	-	-	-
FRE88 4	FRE045	FQS 18	NON PRISONER	FRESH	VEGETABLES	SWEDE	LOOSE	-	-	-	-
FRE88 5	FRE045	FQS 18	PRISONER	FRESH	VEGETABLES	SWEDE	UNGRADED	-	-	-	-
FRE88 6	FRE044	FQS 32	PRISONER	FRESH	VEGETABLES	SWEDE	WHOLEPEELED	LOOSEPACK	-	-	-
FRE88 7	FRE046	FQS 18	NON PRISONER	FRESH	VEGETABLES	TOMATO	1M/2M	-	-	-	-
FRE88 8	FRE046	FQS 18	NON PRISONER	FRESH	VEGETABLES	TOMATO	BEEF	LARGE	-	-	-
FRE88 9	FRE046	FQS 18	NON PRISONER	FRESH	VEGETABLES	TOMATO	CHERRY	ROUND	-	-	-

SCHEDULE G – SPECIFICATION

FRE89 0	FRE046	FQS 18	NON PRISONER	FRESH	VEGETABLES	TOMATO	RED	CHERRY	-	-	-
FRE89 1	FRE046	FQS 18	PRISONER	FRESH	VEGETABLES	TOMATO	ROUND	1M/2M	-	-	-
FRE89 2	FRE001	FQS 18	PRISONER	FRESH	VEGETABLES	AUBERGINE	BLACK	-	-	-	-
FRE89 3	FRE058	FQS 18	NON PRISONER	FRESH	VEGETABLES	BEAN	FINEBEAN	-	-	-	-
FRE89 4	FRE003	FQS 32	NON PRISONER	FRESH	VEGETABLES	BEETROOT	RAW	-	-	-	-
FRE89 5	FRE009	FQS 18	PRISONER	FRESH	VEGETABLES	BROCCOLI	LOOSE	-	-	-	-
FRE89 6	FRE009	FQS 18	NON PRISONER	FRESH	VEGETABLES	BROCCOLI	PREPACK	-	-	-	-
FRE89 7	FRE057	FQS 18	PRISONER	FRESH	VEGETABLES	BUTTERNUTSQUASH	-	-	-	-	-
FRE89 8	FRE012	FQS 18	PRISONER	FRESH	VEGETABLES	CARROTS	HYDRO-COOL	-	-	-	-
FRE89 9	FRE011	FQS 32	PRISONER	FRESH	VEGETABLES	CARROTS	SLICED	-	-	-	-
FRE90 0	FRE013	FQS 18	PRISONER	FRESH	VEGETABLES	CAULIFLOWER	UNGRADED	-	-	-	-
FRE90 1	FRE014	FQS 18	PRISONER	FRESH	VEGETABLES	CELERY	GREEN/WHITE	-	-	-	-
FRE90 2	FRE015	FQS 18	PRISONER	FRESH	VEGETABLES	CHILLI	GREEN	-	-	-	-
FRE90 3	FRE015	FQS 18	PRISONER	FRESH	VEGETABLES	CHILLI	RED	-	-	-	-
FRE90 4	FRE015	FQS 18	PRISONER	FRESH	VEGETABLES	CHILLI	RED	-	-	-	-
FRE90 5	FRE066	FQS 32	PRISONER	FRESH	VEGETABLES	COLESLAWMIX	-	-	-	-	-
FRE90 6	FRE016	FQS 18	PRISONER	FRESH	VEGETABLES	COURGETTE	GREEN	-	-	-	-
FRE90	FRE017	FQS	PRISONER	FRESH	VEGETABLES	CUCUMBER	-	-	-	-	-

SCHEDULE G – SPECIFICATION

7		18									
FRE908	FRE053	FQS19	NON PRISONER	FRESH	VEGETABLES	GARLIC	LOOSEPACK	-	-	-	-
FRE909	FRE053	FQS19	PRISONER	FRESH	VEGETABLES	GARLIC	STRING	-	-	-	-
FRE910	FRE058	FQS18	PRISONER	FRESH	VEGETABLES	MANGETOUT	TOP/TAILED	-	-	-	-
FRE911	FRE031	FQS18	PRISONER	FRESH	VEGETABLES	MIXEDVEGETABLES	MEDITERRANEAN	-	-	-	-
FRE912	FRE031	FQS18	PRISONER	FRESH	VEGETABLES	MIXEDVEGETABLES	STEWPACK	-	-	-	-
FRE913	FRE032	FQS18	PRISONER	FRESH	VEGETABLES	MUSHROOM	UNGRADED	-	-	-	-
FRE914	FRE059	FQS18	PRISONER	FRESH	VEGETABLES	OKRA	-	-	-	-	-
FRE915	FRE034	FQS18	PRISONER	FRESH	VEGETABLES	ONIONS	RED	-	-	-	-
FRE916	FRE060	FQS18	PRISONER	FRESH	VEGETABLES	PAKCHOI	-	-	-	-	-
FRE917	FRE060	FQS18	NON PRISONER	FRESH	VEGETABLES	PAKCHOI	-	-	-	-	-
FRE918	FRE036	FQS18	PRISONER	FRESH	VEGETABLES	PARSNIP	HYDRO-COOLED	-	-	-	-
FRE919	FRE058	FQS18	NON PRISONER	FRESH	VEGETABLES	PEAS	SUGARSNAPPEAS	-	-	-	-
FRE920	FRE038	FQS18	NON PRISONER	FRESH	VEGETABLES	POTATO	SWEET	-	-	-	-
FRE921	FRE038	FQS18	NON PRISONER	FRESH	VEGETABLES	POTATO	SWEET	-	-	-	-
FRE922	FRE052	FQS18	NON PRISONER	FRESH	VEGETABLES	RADISH	CONE	-	-	-	-
FRE923	FRE052	FQS18	PRISONER	FRESH	VEGETABLES	RADISH	PRE-PACK	-	-	-	-
FRE924	FRE005	FQS18	NON PRISONER	FRESH	VEGETABLES	SPINACH	LARGELEAF	-	-	-	-

SCHEDULE G – SPECIFICATION

FRE92 5	FRE062	FQS 18	PRISONER	FRESH	VEGETABLES	SWEETCORN	VACPAC	-	-	-	-
FRE92 6	FRE040	FQS 32	NON PRISONER	FRESH	VEGETABLES	SWEETPOTATO	PREPARED	-	-	-	-
FRE92 7	FRE046	FQS 18	NON PRISONER	FRESH	VEGETABLES	TOMATO	PLUM	-	-	-	-
FRE92 8	FRE063	FQS 18	NON PRISONER	FRESH	VEGETABLES	WATERCRESS	-	-	-	-	-
FRE92 9	FRE063	FQS 18	PRISONER	FRESH	VEGETABLES	WATERCRESS	-	-	-	-	-
FRE93 0	FRE064	FQS 18	PRISONER	FRESH	VEGETABLES	YAM	-	-	-	-	-
FRZ93 1	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	BAGUETTE	BROWN	FULLYBAKED	-	-	-
FRZ93 2	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	BAGUETTE	WHITE	FULLYBAKED	-	-	-
FRZ93 3	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	BURGERBUNS	SEEDED	SLICED	10CM	-	-
FRZ93 4	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	CHAPATI	WHOLEMEAL	6"	-	-	-
FRZ93 5	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	CIABATTA	WHITE	RECTANGULAR	-	-	-
FRZ93 6	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	NAAN	-	-	-	-	-
FRZ93 7	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	PITTA	WHITE	-	-	-	-
FRZ93 8	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	ROLLS	HOTDOG	JUMBO	SIDESLICED	-	-
FRZ93 9	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	SLICED	BROWN	GLUTENFREE	-	-	-
FRZ94 0	FRZ016	FQS 06	NON PRISONER	FROZE N	BREAD	SLICED	WHITE	GLUTENFREE	-	-	-
FRZ94 1	FRZ016	FQS 06	NON PRISONER	FROZE N	BREAD	BAGEL	PLAIN	-	-	-	-
FRZ94	FRZ016	FQS	PRISONER	FROZE	BREAD	CROISSANT	FULLYBAKED	-	-	-	-

SCHEDULE G – SPECIFICATION

2		06		N							
FRZ94 3	FRZ016	FQS 06	PRISONER	FROZE N	BREAD	TORTILLA	PLAIN	25 CM	-	-	-
FRZ94 4	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	BAKLAWA	-	-	-	-	-
FRZ94 5	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	PORTION	BROWNIE	CHOCOLATE&OR ANGE	-	-
FRZ94 6	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	PORTION	CARROT	-	-	-
FRZ94 7	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	PORTION	CHOCOLATE	SLICE	-	-
FRZ94 8	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	PORTION	COCONUT	SLICE	-	-
FRZ94 9	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	PORTION	GENOAFRUIT	SLICE	-	-
FRZ95 0	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	PORTION	TEACAKE	CURRENT	-	-
FRZ95 1	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	WHOLE	GATEAU	FUDGE	-	-
FRZ95 2	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKE	WHOLE	GATEAU	STRAWBERRY	-	-
FRZ95 3	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CAKES	PORTIONS	MINCE	GLUTENFREE	-	-
FRZ95 4	FRZ004	FQS 34	NON PRISONER	FROZE N	DESSERTS	COOKIE	MILKCHOC	-	-	-	-
FRZ95 5	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CUPCAKE	PORTION	CHOCOLATE	-	-	-
FRZ95 6	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	CUPCAKE	PORTION	VANILLA	-	-	-
FRZ95 7	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	DOUGHNUTS	UNSUGARED	JAM	-	-	-
FRZ95 8	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	FLAPJACK	PLAIN	-	-	-	-
FRZ95 9	FRZ005	FQS 23	PRISONER	FROZE N	DESSERTS	ICECREAM	CHOCOLATE	TUB	-	-	-

SCHEDULE G – SPECIFICATION

FRZ960	FRZ005	FQS23	NON PRISONER	FROZEN	DESSERTS	ICECREAM	CORNETTO	-	-	-	-
FRZ961	FRZ005	FQS23	PRISONER	FROZEN	DESSERTS	ICECREAM	CUPS	STRAWBERRY	-	-	-
FRZ962	FRZ005	FQS23	PRISONER	FROZEN	DESSERTS	ICECREAM	VANILLATUB	TUB	-	-	-
FRZ963	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	TRAYBAKE	SPONGE	APPLE	-	-	-
FRZ964	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	TRAYBAKE	SPONGE	CHERRY	-	-	-
FRZ965	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	TRAYBAKE	SPONGE	CHOCOLATE	-	-	-
FRZ966	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	TRAYBAKE	SPONGE	JAM	-	-	-
FRZ967	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	TRAYBAKE	SPONGE	LEMON	-	-	-
FRZ968	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	TRAYBAKE	SPONGE	TREACLELONGPUDDING	-	-	-
FRZ969	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	TRAYBAKE	SPOTTEDDICKPUDDING	-	-	-	-
FRZ970	FRZ004	FQS34	NON PRISONER	FROZEN	DESSERTS	MUFFIN	CHOCOLATE	-	-	-	-
FRZ971	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	BAKERY	SLICE	CHRISTMAS	-	-	-
FRZ972	FRZ004	FQS34	NON PRISONER	FROZEN	DESSERTS	CHEESECAKE	MANDARIN	-	-	-	-
FRZ973	FRZ004	FQS34	PRISONER	FROZEN	DESSERTS	DOUGHNUTS	CHOCOLATE	RING	-	-	-
FRZ974	FRZ005	FQS23	PRISONER	FROZEN	DESSERTS	ICECREAM	CUPS	CHOCOLATE	-	-	-
FRZ975	FRZ005	FQS23	NON PRISONER	FROZEN	DESSERTS	ICECREAM	CUPS	VANILLA	-	-	-
FRZ976	FRZ004	FQS34	NON PRISONER	FROZEN	DESSERTS	MUFFIN	FRUIT	-	-	-	-
FRZ97	FRZ004	FQS	PRISONER	FROZEN	DESSERTS	MUFFIN	SPICED	-	-	-	-

SCHEDULE G – SPECIFICATION

7		34		N							
FRZ97 8	FRZ004	FQS 34	PRISONER	FROZE N	DESSERTS	SCONES	SULTANA	-	-	-	-
FRZ97 9	FRZ007	FQS 16	NON PRISONER	FROZE N	FISH	BATTERED	PORTION	COD	-	-	-
FRZ98 0	FRZ007	FQS 16	PRISONER	FROZE N	FISH	BATTERED	PORTION	POLLOCK	-	-	-
FRZ98 1	FRZ007	FQS 16	NON PRISONER	FROZE N	FISH	BREADED	FISHCAKE	SALMON	-	-	-
FRZ98 2	FRZ007	FQS 16	PRISONER	FROZE N	FISH	BREADED	FISHCAKE	WHITEFISH	-	-	-
FRZ98 3	FRZ007	FQS 16	PRISONER	FROZE N	FISH	BREADED	FISHCAKE	WHITEFISH	-	-	-
FRZ98 4	FRZ007	FQS 16	NON PRISONER	FROZE N	FISH	BREADED	PORTION	COD	-	-	-
FRZ98 5	FRZ007	FQS 16	PRISONER	FROZE N	FISH	BREADED	PORTION	POLLOCK	-	-	-
FRZ98 6	FRZ007	FQS 16	NON PRISONER	FROZE N	FISH	BREADED	SCAMPI	-	-	-	-
FRZ98 7	FRZ006	FQS 16	NON PRISONER	FROZE N	FISH	FILLET	PLAIN	COD	-	-	-
FRZ98 8	FRZ006	FQS 16	NON PRISONER	FROZE N	FISH	FILLET	PLAIN	COD	BONEIN	-	-
FRZ98 9	FRZ006	FQS 16	NON PRISONER	FROZE N	FISH	FILLET	PLAIN	HOKI	-	-	-
FRZ99 0	FRZ006	FQS 16	PRISONER	FROZE N	FISH	FILLET	SMOKED	KIPPER	BONED	-	-
FRZ99 1	FRZ006	FQS 16	PRISONER	FROZE N	FISH	FILLET	SMOKED	MACKEREL	SKINON	-	-
FRZ99 2	FRZ007	FQS 16	PRISONER	FROZE N	FISH	PLAIN	WHITE	PIEMIX	-	-	-
FRZ99 3	FRZ007	FQS 16	NON PRISONER	FROZE N	FISH	SHELLFISH	CRAB	FLAKES	-	-	-
FRZ99 4	FRZ006	FQS 16	PRISONER	FROZE N	FISH	SHELLFISH	PRAWNS	COLDWATER	-	-	-

SCHEDULE G – SPECIFICATION

FRZ99 5	FRZ007	FQS 16	PRISONER	FROZE N	FISH	BREADED	FISHFINGERS	-	-	-	-
FRZ99 6	FRZ006	FQS 16	PRISONER	FROZE N	FISH	FILLET	PANGA	-	-	-	-
FRZ99 7	FRZ006	FQS 16	NON PRISONER	FROZE N	FISH	FILLET	REDSNAPPER	-	-	-	-
FRZ99 8	FRZ006	FQS 16	PRISONER	FROZE N	FISH	FILLET	SALMON	-	-	-	-
FRZ99 9	FRZ006	FQS 16	NON PRISONER	FROZE N	FISH	PLAIN	TUNA	-	-	-	-
FRZ10 00	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	BACON	NON HALAL	BACK	RINDLESS	-	-
FRZ10 01	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	BACON	NON HALAL	CHOPS	RINDON	SLICED	-
FRZ10 02	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	BACON	NON HALAL	UNCOOKED	UNSMOKED	RINDLESS	OFF- CUTS
FRZ10 03	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	BEEF	HALAL	BURGERS	-	-	-
FRZ10 04	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	BEEF	HALAL	DICED	-	-	-
FRZ10 05	FRZ009	FQS 02	PRISONER	FROZE N	MEAT	BEEF	HALAL	JOINT	SILVERSIDE	WHOLE	-
FRZ10 06	FRZ003	FQS 26	PRISONER	FROZE N	MEAT	BEEF	HALAL	MINCED	FREEFLOW	-	-
FRZ10 07	FRZ021	FQS 02	PRISONER	FROZE N	MEAT	BEEF	HALAL	SLICED	COOKED	-	-
FRZ10 08	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	BEEF	HALAL	-	-	-	-
FRZ10 09	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	BURGERS	-	-	-
FRZ10 10	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	DICED	90%	VISUALLEAN	-
FRZ10 11	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	GRILLS	BREADED	-	-
FRZ10	FRZ009	FQS	PRISONER	FROZE	MEAT	BEEF	NON HALAL	JOINT	SILVERSIDE	WHOLE	-

SCHEDULE G – SPECIFICATION

12		02		N							
FRZ10 13	FRZ021	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	JOINT	SILVERSIDE	COOKED	-
FRZ10 14	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	MEATBALLS	14G	-	-
FRZ10 15	FRZ003	FQS 26	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	MINCED	FREEFLOW	-	-
FRZ10 16	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	OXKIDNEY	DICED	-	-
FRZ10 17	FRZ010	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	OXLIVER	SLICED	-	-
FRZ10 18	FRZ009	FQS 02	PRISONER	FROZE N	MEAT	BEEF	NON HALAL	STEAK	BRAISING	-	-
FRZ10 19	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	BREAST	FILLET	DICED	COOKE D
FRZ10 20	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	BREAST	FILLET	SLICED	COOKE D
FRZ10 21	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	BREAST	FILLET	WHOLE	COOKE D
FRZ10 22	FRZ003	FQS 26	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	MINCED	-	-	-
FRZ10 23	FRZ008	FQS 24	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	SAUSAGES	8's	-	-
FRZ10 24	FRZ008	FQS 24	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	SAUSAGES	4'S	-	-
FRZ10 25	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	STEAK	BATTERED	-	-
FRZ10 26	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	BREAST	FILLET	SLICED	COOKE D
FRZ10 27	FRZ024	FQS 02	NON PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	BREAST	FILLET	-	-
FRZ10 28	FRZ001	FQS 24	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	BURGER	UNCOOKED	-	-
FRZ10 29	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	BURGERS	BREADED	-	-

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FRZ10 30	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	CUTLET	CURRIED	UNCOOKED	-
FRZ10 31	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	CUTLET	BREADED	UNCOOKED	-
FRZ10 32	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	KEBAB	DONERSTRIPS	COOKED	-
FRZ10 33	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	NUGGETS	BREADED	-	-
FRZ10 34	FRZ011	FQS 31	NON PRISONER	FROZE N	MEAT	CHICKEN	HALAL	BREAST	FILLET	-	-
FRZ10 35	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	KIEV	GARLIC	-	-
FRZ10 36	FRZ011	FQS 31	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	LEGS	WHOLE	-	-
FRZ10 37	FRZ011	FQS 31	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	LEGS	DICED	-	-
FRZ10 38	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	NUGGETS	BATTERED	-	-
FRZ10 39	FRZ011	FQS 31	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	WING	-	-	-
FRZ10 40	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	BREAST	DICED	RAW	-
FRZ10 41	FRZ011	FQS 31	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	DRUMSTICKS	-	-	-
FRZ10 42	FRZ024	FQS 02	NON PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	HALVES	COOKED	-	-
FRZ10 43	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	HALAL	HALVES	STEAMCOOKED	-	-
FRZ10 44	FRZ011	FQS 31	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	LEGS	WHOLE	MIN70UNITS	-
FRZ10 45	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	LEGS	COOKED	-	-
FRZ10 46	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	CHICKEN	NON HALAL	MEATBALLS	14GRAMS	-	-
FRZ10	FRZ014	FQS	NON PRISONER	FROZE	MEAT	CUTLETS	NON HALAL	PLAINRIB	COOKED	-	-

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47		30		N							
FRZ10 48	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	FAGGOTS	NON HALAL	MEATBALLS	APPROX79	-	-
FRZ10 49	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	GAMMON	NON HALAL	CUREDJOINT	BONELESS	-	-
FRZ10 50	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	GOAT	HALAL	DICED	-	-	-
FRZ10 51	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	HAM	NON HALAL	COOKED	JOINT	-	-
FRZ10 52	FRZ021	FQS 02	PRISONER	FROZE N	MEAT	HAM	NON HALAL	COOKED	SLICED	-	-
FRZ10 53	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	KEBABMEAT	NON HALAL	COOKED	-	-	-
FRZ10 54	FRZ001	FQS 24	PRISONER	FROZE N	MEAT	LAMB	HALAL	BURGERS	-	-	-
FRZ10 55	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	LAMB	HALAL	DICED	-	-	-
FRZ10 56	FRZ003	FQS 26	PRISONER	FROZE N	MEAT	LAMB	HALAL	MINCED	FREEFLOW	-	-
FRZ10 57	FRZ008	FQS 24	PRISONER	FROZE N	MEAT	LAMB	HALAL	SAUSAGES	8'S	-	-
FRZ10 58	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	LAMB	HALAL	-	-	-	-
FRZ10 59	FRZ003	FQS 26	PRISONER	FROZE N	MEAT	LAMB	NON HALAL	MINCED	FREEFLOW	-	-
FRZ10 60	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	MUTTON	HALAL	DICED	-	-	-
FRZ10 61	FRZ014	FQS 30	PRISONER	FROZE N	MEAT	PORK	NON HALAL	CHOPS	LOIN	-	-
FRZ10 62	FRZ021	FQS 02	PRISONER	FROZE N	MEAT	PORK	NON HALAL	COOKED	SLICED	-	-
FRZ10 63	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	PORK	NON HALAL	CUTLET	BREADED	-	-
FRZ10 64	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	PORK	NON HALAL	JUMBO	6.5"	-	-

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FRZ10 65	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	PORK	NON HALAL	LEG	BONELESS	-	-
FRZ10 66	FRZ008	FQS 24	NON PRISONER	FROZE N	MEAT	PORK	NON HALAL	SAUSAGEMEAT	SAUSAGEMEAT	-	-
FRZ10 67	FRZ008	FQS 24	PRISONER	FROZE N	MEAT	PORK	NON HALAL	SAUSAGES	4'S	-	-
FRZ10 68	FRZ008	FQS 24	PRISONER	FROZE N	MEAT	PORK	NON HALAL	SAUSAGES	8'S	8'S	-
FRZ10 69	FRZ008	FQS 24	NON PRISONER	FROZE N	MEAT	PORK	NON HALAL	SAUSAGES	TMIPIGSINBLANK ETS	15G	-
FRZ10 70	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	PORK	NON HALAL	SHOULDER	BONELESS	-	-
FRZ10 71	FRZ008	FQS 24	NON PRISONER	FROZE N	MEAT	PORK&BEEF	NON HALAL	SAUSAGES	8'S	-	-
FRZ10 72	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	SLICE	HALAL	CHEESE&ONION	HALA	-	-
FRZ10 73	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	SLICE	HALAL	CHICKEN&MUSHROO M	HALAL	-	-
FRZ10 74	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	SLICE	HALAL	STEAK	HALAL	-	-
FRZ10 75	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	SLICE	NON HALAL	CHEESE	BEAN&SAUSAGE	-	-
FRZ10 76	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	TURKEY	HALAL	DICED	-	-	-
FRZ10 77	FRZ024	FQS 02	PRISONER	FROZE N	MEAT	TURKEY	HALAL	TURKEY	STEAKS	BREADED	-
FRZ10 78	FRZ012	FQS 31	PRISONER	FROZE N	MEAT	TURKEY	NON HALAL	CROWN	COOKED	-	-
FRZ10 79	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	TURKEY	NON HALAL	DICED	-	-	-
FRZ10 80	FRZ012	FQS 31	PRISONER	FROZE N	MEAT	TURKEY	NON HALAL	ROLL	SLICED	-	-
FRZ10 81	FRZ012	FQS 31	PRISONER	FROZE N	MEAT	TURKEY	NON HALAL	TRIM	COOKED	CHOPPED&SHAP ED	-
FRZ10	FRZ024	FQS	PRISONER	FROZE	MEAT	BEEF	NON HALAL	STEAKLETTES	-	-	-

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82		02		N							
FRZ10 83	FRZ010	FQS 02	PRISONER	FROZE N	MEAT	BLACKPUDDING	NON HALAL	WHOLERING	-	-	-
FRZ10 84	FRZ015	FQS 01	PRISONER	FROZE N	MEAT	GAMMON	NON HALAL	STEAK	-	-	-
FRZ10 85	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	LAMB	NON HALAL	DICED	-	-	-
FRZ10 86	FRZ010	FQS 02	PRISONER	FROZE N	MEAT	PIGSLIVER	NON HALAL	UNSLICED	-	-	-
FRZ10 87	FRZ002	FQS 02	PRISONER	FROZE N	MEAT	PORK	NON HALAL	DICED	-	-	-
FRZ10 88	FRZ003	FQS 26	PRISONER	FROZE N	MEAT	PORK	NON HALAL	MINCED	-	-	-
FRZ10 89	FRZ008	FQS 24	PRISONER	FROZE N	MEAT	PORK	NON HALAL	SAUSAGES	8'S	-	-
FRZ10 90	FRZ008	FQS 24	NON PRISONER	FROZE N	MEAT	PORK	NON HALAL	SAUSAGES	LINCOLNSHIRE	8'S	-
FRZ10 91	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	SLICE	NON HALAL	CHEESE&ONION	-	-	-
FRZ10 92	FRZ017	FQS 29	PRISONER	FROZE N	MEAT	SLICE	NON HALAL	STEAK	-	-	-
FRZ10 93	FRZ023	FQS 06	PRISONER	FROZE N	OMELETTE	CHEESE&TOMAT O	-	-	-	-	-
FRZ10 94	FRZ023	FQS 06	PRISONER	FROZE N	OMELETTE	PLAIN	-	-	-	-	-
FRZ10 95	FRZ023	FQS 06	PRISONER	FROZE N	PASTRY	QUICHE	CHEESE&ONION	BAKED	10"	-	-
FRZ10 96	FRZ023	FQS 06	PRISONER	FROZE N	PASTRY	QUICHE	LORRAINE	BAKED	10"	-	-
FRZ10 97	FRZ023	FQS 06	PRISONER	FROZE N	PASTRY	PUFF	BLOCK	-	-	-	-
FRZ10 98	FRZ023	FQS 06	PRISONER	FROZE N	PASTRY	PUFF	SHEET	-	-	-	-
FRZ10 99	FRZ023	FQS 06	PRISONER	FROZE N	PASTRY	SHORTCRUST	BLOCK	-	-	-	-

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FRZ11 00	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	HALAL	CORNEDBEEF	-	-	-	-
FRZ11 01	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	HALAL	LAMB&ONION	-	-	-	-
FRZ11 02	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	NON HALAL	CHEESE&ONION	-	-	-	-
FRZ11 03	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	NON HALAL	CORNEDBEEF	-	-	-	-
FRZ11 04	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	NON HALAL	JAMAICANSALTFISH	UNBAKED	-	-	-
FRZ11 05	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	NON HALAL	SPICYCHICKEN	-	-	-	-
FRZ11 06	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	NON HALAL	TRADITIONAL	-	-	-	-
FRZ11 07	FRZ017	FQS 29	PRISONER	FROZE N	PASTY	NON HALAL	VEGETABLECURRY	-	-	-	-
FRZ11 08	FRZ023	FQS 06	NON PRISONER	FROZE N	PIES	NON HALAL	TRADITIONALPORK	BAKED	-	-	-
FRZ11 09	FRZ017	FQS 29	PRISONER	FROZE N	PIES	HALAL	CHEESE&ONION	-	-	-	-
FRZ11 10	FRZ017	FQS 29	PRISONER	FROZE N	PIES	HALAL	CHICKEN&MUSHROOM	-	-	-	-
FRZ11 11	FRZ017	FQS 29	PRISONER	FROZE N	PIES	HALAL	CHICKENBALTI	-	-	-	-
FRZ11 12	FRZ017	FQS 29	PRISONER	FROZE N	PIES	NON HALAL	BEEF&ONION	-	-	-	-
FRZ11 13	FRZ017	FQS 29	PRISONER	FROZE N	PIES	NON HALAL	CHICKEN&VEGETABLE	-	-	-	-
FRZ11 14	FRZ017	FQS 29	PRISONER	FROZE N	PIES	NON HALAL	STEAK&KIDNEY	-	-	-	-
FRZ11 15	FRZ017	FQS 29	PRISONER	FROZE N	PIES	VEGAN	VEGANVEGETABLE	-	-	-	-
FRZ11 16	FRZ016	FQS 06	PRISONER	FROZE N	PIZZA	BASE	THIN	9"	-	-	-
FRZ11	FRZ016	FQS	PRISONER	FROZE	PIZZA	HALAL	CHEESE&TOMATO	9"	-	-	-

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17		06		N							
FRZ11 18	FRZ016	FQS 06	PRISONER	FROZE N	PIZZA	HALAL	PEPPERONI	9"	-	-	-
FRZ11 19	FRZ016	FQS 06	PRISONER	FROZE N	PIZZA	HALAL	SPICYCHICKEN&PEPPERS	9"	-	-	-
FRZ11 20	FRZ016	FQS 06	PRISONER	FROZE N	PIZZA	NON HALAL	CHEESE&TOMATO	9"	-	-	-
FRZ11 21	FRZ016	FQS 06	PRISONER	FROZE N	PIZZA	NON HALAL	CHICKEN&PEPPERONI	9"	-	-	-
FRZ11 22	FRZ016	FQS 06	PRISONER	FROZE N	PIZZA	NON HALAL	PEPPERONI&PINEAPPLE	9"	-	-	-
FRZ11 23	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	HALAL	HALAL	CHICKENSWEET&SOU R&RICE	-	-	-
FRZ11 24	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	HALAL	HALAL	VEGETABLECURRY&RI CE	-	-	-
FRZ11 25	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	KOSHER	KOSHER	MIXED MEAT	-	-	-
FRZ11 26	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	KOSHER	KOSHER	MXED MEAT	-	-	-
FRZ11 27	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	KOSHER	KOSHER	VEGETARIAN	-	-	-
FRZ11 28	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	NON HALAL	FISHCHIPSANDPEAS	-	-	-	-
FRZ11 29	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	NON HALAL	SAUSAGECHIPSANDBEAN S	-	-	-	-
FRZ11 30	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	HALAL	MIXEDCASEMEAT	-	-	-	-
FRZ11 31	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	NON HALAL	ALLDAYBREAKFAST	-	-	-	-
FRZ11 32	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	NON HALAL	BEEFDINNER	-	-	-	-
FRZ11 33	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	NON HALAL	CHICKENDINNER	-	-	-	-
FRZ11 34	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	RAMADAN	MIXEDCASEVEGETARIAN	-	-	-	-

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FRZ11 35	FRZ018	FQS 02	PRISONER	FROZE N	READYMEALS	VEGAN	VEGAN	-	-	-	-
FRZ11 36	FRZ022	FQS 35	PRISONER	FROZE N	VEGAN	NASIGORENGGRI LL	-	-	-	-	-
FRZ11 37	FRZ022	FQS 35	PRISONER	FROZE N	VEGAN	NOODLEGRILL	-	-	-	-	-
FRZ11 38	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	BEANS	GREEN	WHOLE	-	-	-
FRZ11 39	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	POTATO	CHIPS	STRAIGHTCUT	-	-	-
FRZ11 40	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	BROCCOLI	-	-	-	-	-
FRZ11 41	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	BRUSSELSPROUT S	MEDIUM	-	-	-	-
FRZ11 42	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	CABBAGE	SHREDDEDGREEN	-	-	-	-
FRZ11 43	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	CARROTS	-	-	-	-	-
FRZ11 44	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	CAULIFLOWER	-	-	-	-	-
FRZ11 45	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	COURGETTES	SLICED	-	-	-	-
FRZ11 46	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	LEEKs	SLICED	-	-	-	-
FRZ11 47	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	MIXED	CASSEROLE	-	-	-	-
FRZ11 48	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	MIXED	FARMHOUSE	-	-	-	-
FRZ11 49	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	MIXED	RATATOUILLE	-	-	-	-
FRZ11 50	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	MIXED	STIRFRY	-	-	-	-
FRZ11 51	FRZ019	FQS 20	NON PRISONER	FROZE N	VEGETABLES	MUSHROOMS	BREADED	-	-	-	-
FRZ11	FRZ019	FQS	PRISONER	FROZE	VEGETABLES	MUSHROOMS	SLICED	-	-	-	-

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52		20		N							
FRZ11 53	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	ONIONS	DICED	-	-	-	-
FRZ11 54	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	ONIONS	SLICED	-	-	-	-
FRZ11 55	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	PARSNIP	PEELED&TRIMMED	-	-	-	-
FRZ11 56	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	PEAS	-	-	-	-	-
FRZ11 57	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	PEPPERS	SLICED	-	-	-	-
FRZ11 58	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	POTATO	CROQUETTES	-	-	-	-
FRZ11 59	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	POTATO	HASHBROWNS	-	-	-	-
FRZ11 60	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	POTATO	ROAST	-	-	-	-
FRZ11 61	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	POTATO	SAUTÉ	-	-	-	-
FRZ11 62	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	POTATO	WAFFLES	-	-	-	-
FRZ11 63	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	POTATO	WEDGES	-	-	-	-
FRZ11 64	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	SPINACH	CHOPPED	-	-	-	-
FRZ11 65	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	SWEDE	DICED	-	-	-	-
FRZ11 66	FRZ019	FQS 20	PRISONER	FROZE N	VEGETABLES	SWEETCORN	-	-	-	-	-
FRZ11 67	FRZ022	FQS 35	PRISONER	FROZE N	VEGETARIAN	KIEV	VEGETABLE	-	-	-	-
FRZ11 68	FRZ023	FQS 06	NON PRISONER	FROZE N	VEGETARIAN	SAMOSA	INDIAN SELECTION	-	-	-	-
FRZ11 69	FRZ023	FQS 06	PRISONER	FROZE N	VEGETARIAN	SAMOSA	VEGETABLE	JUMBO	-	-	-

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FRZ11 70	FRZ023	FQS 06	PRISONER	FROZE N	VEGETARIAN	SAMOSA	VEGETABLE	LARGE	-	-	-
FRZ11 71	FRZ023	FQS 06	NON PRISONER	FROZE N	VEGETARIAN	SPRINGROLLS	VEGETABLE	LARGE	-	-	-
FRZ11 72	FRZ022	FQS 35	PRISONER	FROZE N	VEGETARIAN	NUGGETS	VEGETABLE	-	-	-	-
FRZ11 73	FRZ022	FQS 35	PRISONER	FROZE N	VEGETARIAN	BURGERS	VEGETABLE	-	-	-	-
FRZ11 74	FRZ022	FQS 35	PRISONER	FROZE N	VEGETARIAN	NUGGETS	FALAFEL	-	-	-	-
FRZ11 75	FRZ022	FQS 35	PRISONER	FROZE N	VEGETARIAN	NUTROAST	SLICE	-	-	-	-
FRZ11 76	FRZ022	FQS 35	PRISONER	FROZE N	VEGETARIAN	SAUSAGES	-	-	-	-	-
FRZ11 77	FRZ023	FQS 06	PRISONER	FROZE N	YORKSHIRE PUDDING	2.5"	BAKED	-	-	-	-

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Appendix B - Quality Standards

1. INTRODUCTION

- 1.1 The purpose of this Quality Standard document is to provide the framework for the procurement of Products for use in HMPS establishments to cater for prisoner and non-prisoner meals. The document is not to be considered as a series of technical specifications, but to provide the Contracted supplier with a guide to the quality standard of Products that the Contractor is expected to supply. The Standard may be amended in the future, subject to changes to food law or national guidance.
- 1.2 The required Products have been listed under generic categories. There is a Quality Standard for each range within the categories of Products. The Authority anticipates that their suppliers will provide individual product specifications for the supplied Products and that the quality of the item meets the Quality Standard.
- 1.3 The Authority shall be given access to these specifications for comparison with the Quality Standard using sensory profiling and other methods. Any investigation by the Authority into customer complaints or for assessing delivered product when it is considered appropriate.
- 1.4 The Contractor is required to procure and deliver products that meet the quality requirements of the Quality Standard.

2. GENERAL STATEMENT OF REQUIREMENT

EC and National Legislation

- 2.1 Food and drink supplied to the Authority by the Contractor shall comply fully with all relevant provisions of any national food legislation and any relevant EC regulations or, where appropriate, associated legislative requirements of equivalent standards when produced elsewhere.

Irradiated Foods

- 2.2 Barring correctly labelled irradiated herbs, spices or vegetable seasonings. All Products supplied to this authority will be non-irradiated. Irradiated Products supplied must be labelled as such and be accompanied by the necessary irradiation certificates.

Genetically Modified Products and Novel Foods

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- 2.3 Contractors must inform the Authority if a food or a food ingredient contains or consists of genetically modified organisms, as required by law.

Food Labelling

- 2.4 Products supplied to the Authority must comply with the Food Information Regulations 2014 as regards allergen labelling. These Regulations include a specified list of allergens. Labels on pre-packed foods made using these allergens or their derivatives must indicate the presence of these ingredients, making clear reference to the source allergen. The list of allergens comprises cereals containing gluten, crustaceans, eggs, fish, peanuts, soybeans, milk, nuts, celery, mustard, sesame seeds molluscs, lupin and sulphur dioxide and sulphites at more than 10mg/kg or 10mg/litre.

Common Veterinary Entry Documents and Health Certificates

- 2.5 Where appropriate, copies of all relevant Common Veterinary Entry Documents and Health Certificates, should be made available on request to the Authority for any imported Products of animal origin from a Third Country used in the manufacture of a product.

Product Composition

- 2.6 Precise product compositions will be declared by the contractor when the Product is offered for selection to the Authority.

Preparation, Processing and Distribution of Products

- 2.7 Preparation processing and distribution of Products shall be in accordance with best commercial practice and subject to scientific control. This should include any preventative measures to eliminate or reduce the risk of contamination.
- 2.8 Where appropriate to the Products supplied, the food shall be processed to maintain commercial sterility throughout its shelf life. "Commercially sterile" means that the food is free of micro organisms capable of growing at the normal non-refrigerated conditions at which the food is likely to be held for short periods during distribution and storage. (Definition - Institute of Food Science and Technology)
- 2.9 Full records of all stages of procurement, storage and distribution to the Authority's nominated point of delivery shall be maintained and shall be available to the Authority on demand.
- 2.10 Preparation and processing procedures, procurement storage and distribution may be subject to approval, inspection and auditing by the Authority or contracted agents.

3. FINISHED PRODUCT

- 3.1 Packaging and/or wrapping must clearly display "best before" and/or "use by" dates.

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Product Conformance

- 3.2 Properties of the Products supplied by the Contractor will be consistent with samples of products approved by the Authority at the time of tender or as otherwise agreed for the contract. The quality of Products supplied by the Contractor will be subject to audit and inspection by the Authority or contracted agents.

Ethnic Foods

- 3.3 Products must be sourced, prepared, processed and packed in accordance with the specific requirements of the religious law, where these apply.

Microbiological Quality

- 3.4 The general microbiological condition of raw and processed Products shall be such that no decomposition or development of undesirable sensory characteristics occurs over the life of the Product. The Product stored under normal conditions shall be free from micro-organisms and substances originating from those micro-organisms that will represent a hazard to health.

Nutritional Content

- 3.5 In support of HM Government, it is the adopted policy of this Authority and where appropriate, we will promote the concept of healthy eating by ensuring our consumers are provided with a balanced, nutritional diet. To facilitate this, the Authority is required to procure commodities with nutritional content appropriate to the needs of our consumers. The Contractor shall provide products which will enable the Authority to offer consumers choice and meet the demands of a healthy eating policy.
- 3.6 Nutrition - Healthy Diet. Contractors must work with their supplier base and the authority to ensure that every account is taken in regards to England's Public Health White Paper 'Choosing Health' and in Wales 'Food and Well-Being: Reducing inequalities through a nutrition strategy for Wales (2003). The Authority anticipates that the majority of Products and ingredients supplied through this Contract will aim to be as low as possible for the range of products available and at the very minimum fall within the moderate level between the salt, fat and sugar content table set out below. Products and ingredients that do not comply will be the exception rather than the rule and in these circumstances an explanation will be required from the contractor relating what product improvements are being made in regard to current Department of Health and Food Standards Agency guidelines.

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High Level: these amounts or more per 100g are generally unacceptable.	Moderate Level	Low Level: these amounts or less per 100g
10g of sugars	“”	2g of sugars
20g of fat	“”	3g of fat
5g of saturates	“”	1g of saturates
0.5g sodium or 1.25g salt	“”	0.1g of sodium or 0.25g salt

* 10g per 100g sugar – these guidelines refer to processed / ready prepared foods, and do not apply to those sugars naturally present in foods e.g. vegetables, fruit and milk sugars

To this end the Contractor should:

- consider the level of salt, fat and sugars in products and choose those with lower levels, where appropriate;
- aim to choose Products that meet the Food Standards Agency’s salt targets;
<http://www.food.gov.uk/news/newsarchive/2006/mar/salttargets>
- consider using the Food Standards Agency’s voluntary Target Nutrient Specifications for manufactured products used in school meals as a benchmark when comparing the nutrient content of similar products;
<http://www.food.gov.uk/news/newsarchive/2006/may/nutrientspecs>
- consider following the Food Standards Agency’s nutrient and food based guidance for food provided in UK institutions.
<http://www.food.gov.uk/healthiereating/nutritioncommunity/care>

4. PACKAGING

- 4.1 All materials used in the production and packing of the food shall conform to current food regulations. A Product supplied in normal commercial trade packaging is acceptable unless otherwise specified by the Authority. However all packaging must be sufficiently robust to protect the Product and to withstand multiple handling.

5. STORAGE

- 5.1 In general, chilled Products should be kept below 8°C, but subject to food manufacturers’ advice, some food might require storage at lower temperatures, depending on its composition and shelf life. It is an offence for food to be kept at

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temperatures likely to result in a risk to health and/or harmful deterioration. Frozen food should be kept below -18°C.

- 5.2 All food should be protected against contamination likely to render it unsafe for human consumption or, contaminated in such a way that it would be unreasonable to expect it to be consumed in that state.

6. DELIVERY

- 6.1 In order to comply with the Health and Safety at Work Act, the size and weight of the containers and the format in which they are stacked on the pallet shall be such that they conform to the maximum manual load handling recommendations, as defined in current Regulations.

7. DELIVERY VEHICLES

- 7.1 Delivery vehicles must comply with prevailing food safety legislation, including the temperature control requirements for relevant food, when appropriate.

8. SAMPLING AND TESTING

- 8.1 Finished Products may be subject to assessment by the Authority. In the event of any dispute the Authority may engage the services of an independent UKAS accredited laboratory that will use standard reference or validated methods for the purpose of analysis and testing of products for compliance against the quality Standards and the specified requirements.

Critical Defects

- 8.2 These are defined as samples exhibiting one or more defects that pose a health risk or render the product unfit for its intended use. Critical defects are unacceptable and depending on the evaluation of the cause, may result in a 100% rejection being necessary.

Major Defects

- 8.3 These are defined as samples exhibiting one or more defects that will materially affect the intended use of the Product. In addition to judgement being made on the physical condition of the Product major defects may be subjected to laboratory examination to confirm the nature and severity of the fault(s) before any rejection for non-compliance is contemplated.

Minor Defects/Residual/Parallel/Discounted

- 8.4 These are defined as samples exhibiting one or more defects that pose no risk to health or compromise the intended use of the product, but constitute a departure from

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specification. Minor defects will not normally be a cause for rejection, but subject to negotiation.

9. **FOOD SAFETY**

- 9.1 Contractors must ensure that all food supplied complies with food law. It is an offence to place any food on the market that is unsafe/unfit for human consumption according to its intended use, through contamination, putrefaction, deterioration or decay. This includes when it may affect the particular health sensitivities of a specific category of consumers, the probable cumulative toxic effects and immediate, short or long term effects of the food on the health of the person consuming it and, on subsequent generations.
- 9.2 To comply with the Public Sector Code of Practice the Authority will require all contractors to hold 3rd party certification undertaken by an UKAS accredited food product certification body to EN45011 the British Retail Consortium (BRC) Global Standard – Food or ISO 22000 or equivalent. The Authority also reserves the right to conduct additional independent inspections and audits. The frequency of audit will be in accordance with the risks associated with the specific product.

10. **Quality Specifications:**

Title	Version	Date
FQS 001 BACON AND GAMMON	v1.0	Nov-16
FQS 002 - BEEF	v1.0	Nov-16
FQS 003 – BEEFBURGERS	v1.0	Nov-16
FQS – 004 BEVERAGES	v1.0	Nov-16
FQS 005- BISCUITS	v1.0	Nov-16
FQS 006 - BREAD	v1.0	Nov-16
FQS 007 - BREAKFAST CEREALS	v1.0	Nov-16
FQS 008 -CANNED FISH	v1.0	Nov-16
FQS 009 - CANNED FRUIT AND VEGETABLES	v1.0	Nov-16
FQS 010 - CANNED MEATS	v1.0	Nov-16
FQS 011- CONFECTIONERY	v1.0	Nov-16

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FQS 012- COOKED MEAT PRODUCTS	v1.0	Nov-16
FQS 013 - DRIED FRUITS	v1.0	Nov-16
FQS 014 - DRIED GROCERY PRODUCTS	v1.0	Nov-16
FQS 15 - EGGS (FRESH)	v1.0	Nov-16
FQS 016 - QUICK-FROZEN FISH AND FISH PRODUCTS	v1.0	Nov-16
FQS 017 – FLOUR	v1.0	Nov-16
FQS 018 - FLOUR (CONFECTIONERY ITEMS)	v1.0	Nov-16
FQS 019 - FRESH FRUIT, VEGETABLES AND SALAD PRODUCE	v1.0	Nov-16
FQS 20 - QUICK-FROZEN FRUITS, VEGETABLES AND PREPARED VEGETABLES	v1.0	Nov-16
FQS 21 - FRYING OIL	v1.0	Nov-16
FQS 22 - GENERAL GROCERY PRODUCTS	v1.0	Nov-16
FQS 023 - ICE CREAM AND FROZEN SORBET (EDIBLE ICES)	v1.0	Nov-16
FQS 24 - LAMB, MUTTON, GOAT AND OFFAL	v1.0	Nov-16
FQS 025 - MILK AND PROCESSED MILK PRODUCTS	v1.0	Nov-16
FQS 26 - MINCED MEAT	v1.0	Nov-16
FQS 27 - PÂTÉS, SPREADS AND SANDWICH FILLERS	v1.0	Nov-16
FQS 28 - PICKLES, DRESSINGS AND SAUCES	v1.0	Nov-16
FQS 029 - PIZZA, PIES PASTIES AND OTHER SAVOURY PASTRY PRODUCTS	v1.0	Nov-16
FQS 030 – PORK	v1.0	Nov-16
FQS 031 – POULTRY	v1.0	Nov-16
FQS 032 - PREPARED SALADS	v1.0	Nov-16
FQS 033 - JAM, PRESERVES AND SIMILAR PRODUCTS	v1.0	Nov-16
FQS 034 - READY TO EAT DESSERTS	v1.0	Nov-16

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FQS 035 - SAUSAGES AND SAUSAGEMEAT	v1.0	Nov-16
FQS 036 - SOFT DRINKS, BOTTLED WATER AND JUICES	v1.0	Nov-16
FQS 037 – SOUPS	v1.0	Nov-16
FQS 038 - SPREADABLE FATS INCLUDING BUTTER, MARGARINE AND LOW FAT SPREADS	v1.0	Nov-16
FQS – 039 Frozen Meals and Pre-Cooked Products	v1.0	Nov-16

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Appendix C - Technical Specifications

Title	Version
AMB001 Rice Brown	April 2016
AMB002 Cereal Blown Rice	April 2016
AMB003 Cereal - branflakes	NOVEMBER 2015
AMB004 Cereal - cocoa rice	NOVEMBER 2015
AMB005 Cereal - cornflakes	NOVEMBER 2015
AMB006 Cereal - muesli	NOVEMBER 2015
AMB007 Cereal - sugarfrosted flakes	NOVEMBER 2015
AMB008 Cereal - wheat biscuits	NOVEMBER 2015
AMB009 Canned beans (Baked) in tomato sauce	April 2016
AMB010 Beverages hot	NOVEMBER 2015
AMB011 Canned fruits	NOVEMBER 2015
AMB012 Canned vegetables	NOVEMBER 2015
AMB013 Canned fish	NOVEMBER 2015
AMB014 Canned meat	NOVEMBER 2015
AMB015 Preserves and spreads	NOVEMBER 2015
AMB016 Confectionery biscuits	NOVEMBER 2015
AMB017 Baking flour - bread	NOVEMBER 2015
AMB018 Baking flour - culinary	NOVEMBER 2015
AMB019 Baking flour - wholemeal	NOVEMBER 2015
AMB020 Baking sponge mix	NOVEMBER 2015
AMB021 Baking - Fruits	NOVEMBER 2015

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AMB022 Baking - nuts	NOVEMBER 2015
AMB023 Baking - juice	NOVEMBER 2015
AMB024 Beverages - cold	NOVEMBER 2015
AMB025 Cake - sponge	NOVEMBER 2015
AMB026 Cereal bar	NOVEMBER 2015
AMB027 Custard powder	NOVEMBER 2015
AMB028 Baking Powder 1	April 2016
AMB029 Bicarbonate of soda	NOVEMBER 2015
AMB030 Colouring & essences	NOVEMBER 2015
AMB031 Cereal - porridge oats	NOVEMBER 2015
AMB032 Cereal - malt crunchies	NOVEMBER 2015
AMB033 Fruit mix	NOVEMBER 2015
AMB034 Canned ravioli	NOVEMBER 2015
AMB035 Canned spaghetti	NOVEMBER 2015
AMB036 Cocoa powder	NOVEMBER 2015
AMB037 Plain chocolate drops	NOVEMBER 2015
AMB038 Dessicated coconut	NOVEMBER 2015
AMB039 Skimmed milk powder	NOVEMBER 2015
AMB040 Baking - yeast - dried	NOVEMBER 2015
AMB041 Desserts - mousse	NOVEMBER 2015
AMB042 Desserts - pie filling	NOVEMBER 2015
AMB043 Desserts - cake bases & mix	NOVEMBER 2015
AMB044 Baking - golden syrup	NOVEMBER 2015

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AMB045 Baking - sweet mincemeat	NOVEMBER 2015
AMB047 Sunflower seeds	NOVEMBER 2015
AMB048 Suet mix	NOVEMBER 2015
AMB049 Tapioca	NOVEMBER 2015
AMB050 Beverages - whitener & sweetner	NOVEMBER 2015
AMB051 Chocolate sandwich biscuit bar	NOVEMBER 2015
AMB052 Coconut Milk	NOVEMBER 2015
AMB053 Rice pudding – Canned	NOVEMBER 2015
AMB054 Breadcrumbs	NOVEMBER 2015
AMB055 Sage & onion stuffing mix	NOVEMBER 2015
AMB056 Tofu	NOVEMBER 2015
AMB057 TVP mince	NOVEMBER 2015
AMB058 Ground almonds	NOVEMBER 2015
AMB093 Olives	NOVEMBER 2015
AMB094 Pickles	NOVEMBER 2015
AMB095 Stocks & Gravy	NOVEMBER 2015
AMB096 Cooking pastes & sauces	NOVEMBER 2015
AMB097 Condiment sauces	NOVEMBER 2015
AMB098 Sugar	NOVEMBER 2015
AMB099 Baking - dry fruit	NOVEMBER 2015
AMB100 Desserts - jelly	NOVEMBER 2015
AMB101 Spices	NOVEMBER 2015
AMB102 Herbs	NOVEMBER 2015

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AMB103 Pulses - dried	NOVEMBER 2015
AMB104 Pulses - broth mix	NOVEMBER 2015
AMB105 Pasta - dried	NOVEMBER 2015
AMB106 Noodles - dried egg	NOVEMBER 2015
AMB107 Potato - flakes & powder	NOVEMBER 2015
AMB108 Couscous	NOVEMBER 2015
AMB109 Rice - white - basmati - long grain	NOVEMBER 2015
AMB110 Rice - pudding	NOVEMBER 2015
AMB111 Noodles - instant	NOVEMBER 2015
AMB112 Crisps	January 2016
AMB113 Soup - dried instant	NOVEMBER 2015
AMB114 Soup – bulk	NOVEMBER 2015
AMB115 Oil - vegetable & olive	NOVEMBER 2015
AMB116 Yoghurt - individual pots - UHT	NOVEMBER 2015
AMB117 Yoghurt - individual pots - UHT – vegan	NOVEMBER 2015
AMB118 Cereal - shreddedwheat	NOVEMBER 2015
AMB119 Confectionery	NOVEMBER 2015
AMB120 Release emulsion	NOVEMBER 2015
AMB121 Roll concentrate	NOVEMBER 2015
AMB122 Bread improver	NOVEMBER 2015
AMB123 Bread fat	NOVEMBER 2015
AMB124 Release Agent	NOVEMBER 2015
CHI001 Cheese Type Products Processed	NOVEMBER 2015

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CHI002 Cheese - mixed portions	NOVEMBER 2015
CHI003 Cheese - various	NOVEMBER 2015
CHI005 Eggs	NOVEMBER 2015
CHI006 Milk type soya drink - UHT	NOVEMBER 2015
CHI007 Margarine - vegetable	NOVEMBER 2015
CHI008 Margarine - sunflower	NOVEMBER 2015
CHI009 Milk - fresh pasteurised	NOVEMBER 2015
CHI010 Milk – UHT	NOVEMBER 2015
CHI011 Cheese - cottage	NOVEMBER 2015
CHI012 Cheese Spreadable portions	NOVEMBER 2015
CHI013 Butter - unsalted	NOVEMBER 2015
CHI015 Yoghurt - greek style	NOVEMBER 2015
CHI016 Yoghurt - natural	NOVEMBER 2015
CHI017 Yoghurt - individual pots	NOVEMBER 2015
CHI020 Egg mayonnaise	NOVEMBER 2015
CHI021 Coleslaw - prepared	NOVEMBER 2015
CHI023 Cream - UHT	NOVEMBER 2015
CHI024 Cooked meat	December 2015
CHI025 Fillings Sandwich	December 2015
FRE001 Aubergines	NOVEMBER 2015
FRE002 Beansprouts	NOVEMBER 2015
FRE003 Beetroot	NOVEMBER 2015
FRE004 Chips raw	NOVEMBER 2015

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FRE005 Cabbage - red & white	NOVEMBER 2015
FRE006 Cabbage - savoy green	NOVEMBER 2015
FRE009 Broccoli	NOVEMBER 2015
FRE010 Peppers	NOVEMBER 2015
FRE011 Carrots - prepared	NOVEMBER 2015
FRE012 Carrots - hydro-cooled	NOVEMBER 2015
FRE013 Cauliflower	NOVEMBER 2015
FRE014 Celery	NOVEMBER 2015
FRE015 Chilli peppers	NOVEMBER 2015
FRE016 Courgettes	NOVEMBER 2015
FRE017 Cucumbers	NOVEMBER 2015
FRE018 Apples - green & red	NOVEMBER 2015
FRE019 Bananas	NOVEMBER 2015
FRE020 Oranges	NOVEMBER 2015
FRE021 Pears	NOVEMBER 2015
FRE023 Melons	NOVEMBER 2015
FRE024 Kiwi fruit	NOVEMBER 2015
FRE025 Lemons&Limes	NOVEMBER 2015
FRE026 Plums	NOVEMBER 2015
FRE028 Leeks	NOVEMBER 2015
FRE029 Lettuce - iceberg 12's	NOVEMBER 2015
FRE030 Lettuce - flat	NOVEMBER 2015
FRE031 Mixed vegetables	NOVEMBER 2015

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FRE032 Mushrooms	NOVEMBER 2015
FRE033 Onions - prepared	NOVEMBER 2015
FRE034 Onions - red-white- spring	NOVEMBER 2015
FRE035 Pineapple	NOVEMBER 2015
FRE036 Parsnips - hydro-cooled	NOVEMBER 2015
FRE037 Potatoes - jacket	NOVEMBER 2015
FRE038 Potatoes - unprepared	NOVEMBER 2015
FRE039 Potatoes - unprepared - ware	NOVEMBER 2015
FRE040 Potatoes - prepared	NOVEMBER 2015
FRE042 Salad cress	NOVEMBER 2015
FRE044 Swede - prepared	NOVEMBER 2015
FRE045 Swede - unprepared	NOVEMBER 2015
FRE046 Tomatoes	NOVEMBER 2015
FRE047 Strawberries	NOVEMBER 2015
FRE048 Apples - cooking	NOVEMBER 2015
FRE049 Herbs - fresh	NOVEMBER 2015
FRE050 Satsumas & clementines	NOVEMBER 2015
FRE051 Lettuce - mixed leaf	NOVEMBER 2015
FRE052 Radish	NOVEMBER 2015
FRE053 Garlic	NOVEMBER 2015
FRE054 Ginger	NOVEMBER 2015
FRE056 Grapefruit - white	NOVEMBER 2015
FRE057 Butternut squash	NOVEMBER 2015

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FRE058 Mange tout	NOVEMBER 2015
FRE059 Okra	NOVEMBER 2015
FRE060 Pak choi	NOVEMBER 2015
FRE062 Sweetcorn cobs	NOVEMBER 2015
FRE063 Watercress	NOVEMBER 2015
FRE064 Yam	NOVEMBER 2015
FRE065 Plantain	NOVEMBER 2015
FRE066 Coleslaw mix	NOVEMBER 2015
FRE067 Soft fruits	NOVEMBER 2015
FRZ001 Meat & poultry - burger	NOVEMBER 2015
FRZ002 Meat & poultry - diced	NOVEMBER 2015
FRZ003 Meat - minced	NOVEMBER 2015
FRZ004 Desserts - general	NOVEMBER 2015
FRZ005 Desserts	NOVEMBER 2015
FRZ006 Fish fillet	NOVEMBER 2015
FRZ007 Fish breaded and battered	NOVEMBER 2015
FRZ008 Meat sausage	NOVEMBER 2015
FRZ009 Meat beef joints steaks	NOVEMBER 2015
FRZ010 Meat – offal	NOVEMBER 2015
FRZ011 Poultry - chicken - raw	NOVEMBER 2015
FRZ012 Poultry - turkey	NOVEMBER 2015
FRZ014 Meat – pork	NOVEMBER 2015
FRZ015 Meat - pork - bacon - gammon	NOVEMBER 2015

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FRZ016 Bread - frozen	NOVEMBER 2015
FRZ017 Pies and pasties	NOVEMBER 2015
FRZ018 Ready meals	NOVEMBER 2015
FRZ019 Vegetables	NOVEMBER 2015
FRZ021 Meat -cooked	NOVEMBER 2015
FRZ022 Vegan and vegetarian products	NOVEMBER 2015
FRZ023 Sweet and savoury products	NOVEMBER 2015
FRZ024 Meat and poultry processed	NOVEMBER 2015

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Appendix D - Site Details Delivery Points, Delivery Schedule and Percentage of Spend per Site

<p>Site Details:</p> <p>The sites detailed within this document are those which are in scope for this contract at this present time. The Authority may add or remove sites in accordance with the wider changing landscape within MoJ.</p> <p>Please note that private sector prisons are included within this document for information purposes and may not form part of the prison food supplies contract.</p> <p>The private prisons are: Birmingham, Doncaster, Northumberland, Oakwood.</p>							Delivery Points						
Sites:	County / Town	Post code	Total Operational Capacity	Contracted Prison (C) Public sector Prison (PSP)	Where Contracted Prison (C) Provider Name / Other	Catering Provider HMPS / Named Provider	Prisoner Catering	Non Prisoner Catering	Food Packaging Services [Collections]	Visitors Centre	Other [to be confirmed]	Where 'Other' please state	Total Number of Drop Points
REDACTED													

2

SCHEDULE G – SPECIFICATION

Percentage of Spend Per Site

Sites	Annual percentage of spend on food
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REDACTED

SCHEDULE G – SPECIFICATION

Appendix E - Authority's Halal Standard Standard for the Provision of Halal Food

1 Definition

Section 1.01 Halal food means 'food permitted or lawful under Islamic Law'

Article II. Introduction

Section 2.01 Although there are different schools of Islamic Jurisprudence¹, each with its own particular methodology of arriving at a legal verdict, this Authority has steered a specific course of seeking out common denominators in all. We have arrived at such a position that the different schools, whilst not agreeing on some parts of the document or the absolute essentiality of certain requirements, all unanimously agree that the following standard, if adhered to, would deem food as *Halal*.

Article III. Unlawful food

Section 3.01 Under Islamic Law, all sources of food are lawful except those forbidden in the Qur'an² and Sunnah³, including their products and derivatives. The following sources of food are considered unlawful⁴:

- (a) Pigs and boars.⁵
- (b) Carnivorous animals with claws and fangs, such as lions, tigers, bears, and other similar animals.
- (c) Birds of prey with claws such as eagles, vultures and other similar birds.
- (d) Reptiles such as snakes, crocodiles and turtles.
- (e) Dogs, snakes and monkeys.
- (f) All pests and insects such as rats, centipedes, scorpions and other similar animals (except for locusts).
- (g) Animals that are generally considered repulsive, such as lice, flies, maggots and other similar animals.
- (h) Mules and domestic donkeys.

¹ Without going into the history and polemics, there are now five different approaches (schools or *madhahib*) to Islamic Jurisprudence which cover the vast majority of the Muslim world: the Hanafi, Shaafi, Maliki, Hanbali and Jaafari.

² Muslims believe to be the absolute Word of God and the last revelation to mankind, revealed to Prophet Muhammad, peace be upon him, between 610 and 633 CE.

³ The authentic sayings and actions of Prophet Muhammad, peace be upon him, as he was 'the walking Qur'an': an embodiment of the principles God laid down in the Qur'an, and hence in essence his life acts as the authoritative commentary to the Qur'an.

⁴ *Haram* in Arabic; hence an act which is deemed sinful when done intentionally.

⁵ Includes all animals that occur within the 'pig family'.

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- (i) All aquatic animals⁶ except any type of fish, whale, lobster and prawn.
- (j) Blood⁷ of any animal.
- (k) Genitals of any animal.
- (l) All forms of intoxicating drinks or solids.⁸
- (m) All forms of seriously hazardous drinks and solids.⁹
- (n) All food ingredients derived directly from any of the above¹⁰, without any change in state.¹¹

Article IV. Lawful food

Section 4.01 Since under Islamic Law, all sources of food are lawful, except those forbidden, then apart from foods falling into the categories (in 'B') above and anything else forbidden, everything else is or can be made lawful or *Halal*.

Section 4.02 Lawful Food of Vegetable Origin

- (a) All food items of purely vegetable origin are *Halal*.¹²

Section 4.03 Lawful Food of Animal Origin

⁶ The Prophet, peace be upon him, said about the sea that 'all in it are lawful'. This statement has been interpreted by some jurists to mean the literal, namely that all creatures within the sea are *halal*, whereas other jurists have taken the opinion that the permissibility only refers to 'fish' within the sea. We have taken the more stringent view (the latter) as it would be acceptable to all.

⁷ It is flowing blood that is impermissible (*haram*). One cannot totally drain an animal of all blood, and hence that blood which is left within the capillaries etc, after the *halal* method of slaughter has been employed, will be deemed as permissible.

⁸ This includes all types of alcoholic drinks.

⁹ This includes poisons and certain acids.

¹⁰ This therefore includes pig lard and any natural flavourings taken from any of the above.

¹¹ Wine is forbidden in Islam, but when that wine turns into vinegar it becomes permitted. This is 'a change in state'. Jurists determine whether a change in state has occurred on a case by case basis. An example in point is the case of gelatine derived from a halal animal not slaughtered in a *halal* manner. There is currently dispute among jurists as to whether, during the extraction and production process, gelatine undergoes 'a change in state' or not. Those that maintain it does therefore, allow it, and those who say it doesn't, and forbid its use. Once again we have taken the more cautious view that we will not use gelatine as it would thereby encompass the total Muslim inmate population. Otherwise the Service would be in a position where some prisoners would eat food containing gelatine and others wouldn't.

¹² With the exception of intoxicating or seriously hazardous drinks or solids derived from vegetable sources as mentioned above.

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- (a) For those foods of animal origin, not included in 'B' above, strict Islamic standards have to be adhered to, before they are deemed *Halal*.
- (b) There are certain standards or requirements which are Absolutely Essential (AE), which if omitted, then the food is not Halal. There are other standards or requirements which are Highly Preferred (HP) and their omission is highly disliked, and not at all a desirable situation, but if omission does occur, the food is deemed Halal nevertheless. There are still further recommended standards which are Preferable (P) and **their omission is disliked and likewise if omission does occur the food is still deemed Halal.**¹³
- (c) Standards for Pre-Slaughter
 - 1) (AE) the animal must be alive;
 - 2) (HP) the animal must not be fed on any feed of animal origin;
 - 3) (P) the animal must be in a healthy state;
 - 4) (P) the animal is to be fed normally and given water prior to slaughter.
- (d) **Standards for Slaughter Process**
 - (i) **All lawful animals should be slaughtered in compliance with the following requirements in a licensed slaughterhouse:**
 - 1) (AE) the slaughterer be a Muslim;¹⁴¹⁵
 - 2) (AE) the animal to be slaughtered **must** be alive at the precise time of slaughtering. (Although disliked, the animal **may be stunned**, anaesthetised or otherwise rendered wholly or partially insensible before slaughter;¹⁶)

¹³ 'Highly Preferred' and 'Preferred' standards are both protected under Islamic Law. They are different shades of the category of action referred to as *mustahhab* or *mandoub*; that is actions which were recommended by God and His Prophet, peace be upon him, and which incur God's pleasure.

¹⁴ Although it is a unanimous position that Islamic Law does allow the slaughterer to be from among the People of the Book (Jews and Christians), most jurists hold that they must also begin the slaughter by mentioning the name of God. However since that cannot be guaranteed, the Prison Service should ensure that the slaughterer is a Muslim.

¹⁵ It is also essential that the person is mentally sound and knowledgeable of the Islamic slaughtering procedures and fully trained according to UK slaughtering regulations.

¹⁶ The use of different voltages during the stunning process has led to the possibility of death of the animal prior to the slaughter. Among jurists there are those who have allowed the stunning process, using any one or all of 3 arguments: (1) that the possibility of death is highly remote and Shariah allows acts where probabilities are miniscule, (2) it allows animals not to see each other being slaughtered (see later), (3) any method that causes less pain to the animal should be used in Shariah. But there are also those scholars who have argued against stunning, totally using 2 arguments: (1) it is essential to avoid any possibility of doubt that the animal may die because of the stunning, (2) because they deem the stunning process itself to be painful to the animal. However, all are agreed, that if it can be guaranteed that the animal is still alive prior to slaughter, the stunning will not render the animal forbidden; that is it will still be halal.

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| 3) (AE) | the animal must be slaughtered manually, and not by machine (mechanically). ¹⁷ |
| 4) (AE) | the name of God must be mentioned immediately prior to the slaughtering for each and every animal; ¹⁸¹⁹ |
| 5) (AE) | the slaughter act must sever at least 4 of the following vessels: the 2 jugular veins, the 2 carotid arteries, the trachea and the oesophagus; ²⁰ |
| 6) (AE) | There must not be any crossover of non- <i>halal</i> and <i>halal</i> meat at any stage of the slaughtering process. Confusion should be minimised to preclude any chance of mix-up of the two meats at any point; |
| 7) (HP) | the spinal cord should not be cut (either partially or completely); |
| 8) (HP) | the slaughtering device/knife should be sharp; |
| 9) (HP) | the head of the animal should be directed towards Qiblah (towards the Kaaba ²¹); |
| 10) (HP) | All machinery should be cleaned prior to <i>Halal</i> slaughtering commencing. |
| 11) (P) | if the animal is to be hung on shackles, or placed in a cradle, all efforts must be made that they do not injure or bruise themselves; |
-

¹⁷ There has been much dispute among jurists in the last century regarding whether mechanical slaughter is acceptable or not. Some Muslim countries have even adopted the practice in some of their slaughterhouses based on the scholars who have stated that since there is nothing mentioned against it, it is acceptable. Other scholars have rejected it because they follow that mentioning the name of God is mandatory and it is difficult to mention the name of God on each individual animal in mechanical slaughter (see below). We have gone for the view that would encompass all Muslim prisoners.

¹⁸ A substantial number of jurists and one whole school (the Shaafi) do not deem this point to be Absolutely Essential. However we have decided that mentioning the name of God must be kept Absolutely Essential, since this would encompass all Muslim prisoners.

¹⁹ The phrase *Bismillah Allaahu Akbar* ('In the name of God; God is the Greatest') is the normal Muslim practice, stated just before slaughter, and that is what we have gone for. However even the word 'God' in English would suffice.

²⁰ The jurists differed as to the minimum number of vessels cut that must be included in the Absolutely Essential category, with some specifying 3 and others 4. The jurists consulted felt that 4 vessels should be taken as the criteria, since this opinion would carry all jurists.

²¹ This is the Sanctuary built by Prophets Abraham and Ishmael, peace be upon them both, dedicated to worshipping God. It is a cube-like structure situated in Makkah in Saudi Arabia, and in roughly South-Easterly direction from the UK. This is Absolutely Essential in the Jaaferi School, but not the others.

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12) (P) the animal should not be slaughtered in view of another animal.

Halal Checklist and Instructions

1. The Contractor shall ensure that all halal meat and poultry is supplied in a manner that:
 - 1.1.1. complies with the food quality standard for the provision of halal food in Appendix E to Schedule G (Specification);
 - 1.1.2. ensures that following slaughter up to the time of delivery there is no crossover of halal and non-halal meat and poultry; and
 - 1.1.3. Complies with the provisions as set out in paragraph 4 – Lawful Food of the Halal Standard.
2. For the avoidance of doubt the subsequent provisions of paragraph 4 – Lawful Food shall not relieve the Contractor from its obligation to comply with the provisions of Paragraphs 1.1.1. And 1.1.2. above.
3. Each consignment delivered by the Contractor shall be accompanied by a certificate to a standard format as informed by the Authority, (hereinafter called the “**Halal Certificate**”) as attached in Appendix B – Halal Certificate. Certification will be monitored by the Authority to ensure adherence to the food quality standard for the provision of halal food at all times.
4. The Contractor shall notify the Authority of the intended slaughterhouse and the Authority (Muslim Adviser) shall nominate an approved Certifier (hereinafter called the “**Certifier**”) who shall then be engaged by the Contractor to confirm adherence to the required standards and monitor the slaughter of each and every batch of halal meat and poultry. The Certifier shall be an independent assessor and shall not be an employee of the Authority or the slaughterhouse.
5. The Contractor shall ensure that the Certifier signs a declaration confirming that they will comply with the requirements set out in Appendix A - Halal Certifier’s Checklist.
6. The National Offender Management Service [NOMS] Muslim Adviser or his representative will conduct an initial evaluation of the slaughterhouse and will determine whether the required standard is met. Once the NOMS Muslim Adviser is satisfied that the slaughterhouse is capable of meeting the standard, the Contractor shall be permitted to use it for the provision of Halal meat or poultry to the Authority, subject to compliance with the remaining provisions of this Appendix.

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7. The Certifier shall be present for each and every slaughter of meat or poultry for supply to the Authority. The Certifier shall not be expected to be present other than these times. The Certifier shall, where the slaughter complies with the requirements set out in the Halal Certifiers Checklist; and provide a certificate for each slaughter and endorse it as being compliant. A copy of this certificate shall be scanned and sent to the nominated MoJ Representative to be uploaded on the MoJ internal website made available to all establishments.
8. The Contractor shall ensure that all Halal meat and poultry delivered to the Authority is provided in sealed packaging to ensure that the product remains compliant with the Specification.
9. The NOMS Muslim Adviser or his representative shall meet with each UK Certifier to review the authorisation twice in the first year of the contract and then annually thereafter. Where a non UK certifier is appointed arrangements will be made with the Supplier to enable effective dialogue.
10. For the avoidance of doubt, the Contractor shall be responsible for all costs incurred by NOMS Muslim Adviser or his representative for conducting the initial evaluation of the slaughterhouse; and for costs incurred in appointing the Certifier and no additional claims for costs shall be payable by the Authority.

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Halal Certifier's Checklist

To ensure NOMS Halal Food Quality Standard is met by the designated slaughterhouses. Certifiers shall complete the following:

Slaughterhouse contact details

Company name: _____

Full postal address: _____

Contact Name _____

Contact telephone number _____

Guide to completion

Clearly mark the appropriate box with a cross to indicate:

B = Breach of halal certification – do not endorse NOMS certification and report to NOMS Muslim Adviser / representative immediately.

R = Report to NOMS Muslim Adviser / representative but endorse NOMS certification as still halal

D = Desirable, please advise NOMS Muslim Adviser / representative at next meeting. Endorse NOMS certification as still halal.

The Certifier confirms that they (or their NOMS agreed representative):

- a) remain an independent assessor – they are not an employee of NOMS or the slaughterhouse;
- b) are present at all times of slaughter of meat or poultry for use in NOMS at the slaughterhouse named above;
- c) are available to oversee slaughter of NOMS halal meat within 3 days of a request from the slaughterhouse;

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- d) endorse NOMS supplied halal certificates for every correctly overseen halal slaughter;
- e) ensure the final product is labelled and sealed appropriately;
- f) shall sign the NOMS Certificate to be issued with each and every consignment;
- g) shall report any concerns to the NOMS Muslim Adviser / representative;
- h) shall meet regularly with the NOMS Muslim Adviser or their representative (twice in first contract year and less regularly after this); and
- i) Have agreed hourly / daily rates.

Compliance Record	B	R	D
Standards for Pre-Slaughter			
Animals are not fed feed of animal origin			
Animals are in healthy state			
Animal is fed normally and given water prior to slaughter			
Standards for actual Slaughter Process			
The slaughterer of NOMS halal meat is Muslim			
The slaughterer is mentally sound and knowledgeable of Islamic slaughtering procedures			
The slaughterer is fully trained according to UK (or their country's equivalent) slaughtering regulations			
If stunning equipment is used that the voltage for stunning is set at appropriate levels to ensure positively that the animal remains alive			
The spinal cord has not be cut (partially or severed)			
The slaughtering device / knife is sharp			

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The head of the animal is directed towards Qiblah (towards Kaaba)			
All machinery is clean or cleaned prior to the slaughter beginning			
The animal is alive at the precise time of slaughtering (animal may be stunned, anaesthetised or otherwise rendered wholly or partially insensible before slaughter).			
If the animal is to be hung on shackles or placed in a cradle, all efforts have been made to ensure that they do not injure or bruise themselves			
The animal does not view the slaughter of another animal			
The name of God is mentioned immediately prior to the slaughtering of each and every animal			
The slaughter act severs at least 4 of the following vessels: the 2 jugular veins, the 2 carotid arteries, trachea and oesophagus			
That there is no crossover of non-halal and halal meat at any stage of the slaughtering process and procedures are in place to prevent this			

Signed _____ Print Name _____

Dated _____

Halal Certificate

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CERTIFICATION OF AUTHENTICATION**HALAL**

I certify that the Goods supplied are Halal and has in all of its stages of production met the requirements contained within the Halal Standard as set out within the Contract.

I hereby certify that:

1. The slaughterer was a Muslim;
2. Every animal was manually slaughtered;
3. The Tasmiyah was said verbally on every animal;
4. The tagging / packaging was appropriately monitored.

Certificate number	<u>Details</u>
Slaughterhouse name	
EU Plant No	
Date of Slaughter	
Title / Name of Certifier	

Goods supplied:

<u>Product Code</u>	<u>Goods Description</u>	<u>No. of boxes / Cartons</u>



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Signature: _____

Traceability Code: _____

Best before Date: _____

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Appendix F - Key Personnel

Position held	Name of individual	Responsibilities	Employment Basis (FTE: Full time employee)	Contact Details
			REDACTED	

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Appendix G - Ordering System

Part 1: Online Ordering System

The requirements regarding the Online Ordering System are set out in Part 1 of this Appendix G (Ordering System), and shall apply unless the Authority exercises the Fall-Back Option. If the Authority exercises the Fall-Back Option this shall be implemented in substitution for the Online Ordering System. The Online Ordering System requires payment by Procurement Card, as opposed to a purchase order/invoice/receipt three-way match 'P2P' payment solution. Use of the Procurement Card is required for reasons of increased efficiency in respect of the management of discrepancies and to ensure prompt payment to the Contractor. The Authority shall specify the Procurement Card to be used in connection with the placing of Orders, such card to be provided on third party contract terms.

The functional and technical requirements for the Online Ordering System and Procurement Card System are set out at Annex 1 of Part 1 of this Appendix G (Ordering System).

The Online Ordering System shall be developed and hosted by the Contractor in accordance with the requirements set out in Part 1 of this Appendix G (Ordering System) and made available from the Supply Commencement Date and thereafter throughout the Contract Period. The Online Ordering System should be simple to use, intuitive and involve as few steps as possible. The System shall facilitate functionality enabling the user to easily search for, select and add Products to a basket, with transaction completion being clear and defined and a record of all purchases being made available on accessible reports.

The functional and non-functional requirements of the Online Ordering System are provided in Annex 1 (Online Ordering System Functional and Non-Functional Requirements).

The Contractor may also provide additional functionality to provide an enhanced service. Examples of additional functionality of benefit to users are set out below:

- The ability to show inventory/stock information about a Product (where suitable);
- Link to a nominated Substitute Product in respect of a Product;
- Order confirmations showing delivery dates and where a Substitute Product is being provided (so that users know prior to the expected delivery date); and
- Menu planning tools

The workflow processes for the Online Ordering System should be clear and simple and integrate to the Procurement Card System as detailed in Annex 2 (Online Ordering System Workflow Processes).

Procurement Card Payment System

The Online Ordering System should integrate with the Procurement Card System as detailed within the workflows in Annex 2 (Online Ordering System Workflow Processes). The technical requirements for the integration of the Online Ordering System with the Procurement Card System are set out in Annex 1 (Online Ordering System Functional and Non-Functional Requirements). The Procurement Card will be

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used to manage payments for the Products supplied. The workflow integration points between the Online Ordering System and the Procurement Card System are as follows:

- **Approval.** The approval of the user's selection of Products will be managed within the Online Ordering System either through its own functionality or by interfacing with, and seeking approval through, the Procurement Card System's approval processes.
- **Goods Receipt.** The Goods Receipt Number within the Online Ordering System will trigger payment by the Procurement Card;

In the event of any discrepancies between Orders placed, payments made and receipted Product deliveries, the Service Error Recovery Process will apply.

Training Requirements

The Contractor will be required to provide training in respect of the Online Ordering Systems. The Authority and the Contractor will agree the detailed training processes during the Mobilisation Period to include the following:

- Provision of a full suite of training materials by the Contractor, including user guides and online training materials;
- A full programme of individual training. Each user at each Site should be given the opportunity to attend a face-to-face training session;
- A pilot programme or 'beta' version of the Online Ordering System to be in place prior to its go-live in order for the users to familiarise themselves with the Online Ordering System;
- Comprehensive training for specified super users, as identified by the Authority, so that they can provide training to other users; and
- An online helpdesk to answer user questions about the Online Ordering System.



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Annex 1: Online Ordering System Functional and Non-Functional Requirements

Req.#	Service	S#	Process Group	Requirement	Notes	Prioritisation
1	Functional	1.1	Administration	Capability to maintain, update and present an electronic catalogue	To include the agreed Authority basket of goods only. The system should enable corrections and updates to be made as agreed with the Authority.	Essential
2	Functional	1.2	Administration	Each authorised user from the Authority should have a unique user name and password	e.g. using a user's email address as the user name. Password to have a fixed character count	Essential
3	Functional	1.3	Administration	Each authorised user from the Authority should have access to a site authorised account	A user will be an individual such as a catering manager. A site authorised account would be an account number within a prison (there may be several accounts within a prison to take into account different cost centres)	Essential
4	Functional	1.4	Administration	The system should have pre-populated fields (editable) for keys areas of information (e.g. account code, authority site)	To reduce the requirement for a user to type in account numbers etc, the system should remember certain fields of information	Essential
5	Functional	1.5	Customer Support	The system should have a details of customer support contacts	Easily visible, e.g. telephone numbers at the top of the home page	Essential
6	Functional	1.6	Customer Support	The system should have an online help function	e.g. an online chat facility	Desirable
7	Functional	1.7	Ordering Capability	Display fields with detailed information of the selected products	Field: Unique product number	Essential
8	Functional	1.8	Ordering Capability	Display fields with detailed information of the selected products	Field: Prisoner/Non-Prisoner categorisation	Essential

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9	Functional	1.9	Ordering Capability	Display fields with detailed information of the selected products	Field: Supplier product number	Essential
10	Functional	1.10	Ordering Capability	Display fields with detailed information of the selected products	Field: Product description	Essential
11	Functional	1.11	Ordering Capability	Display fields with detailed information of the selected products	Field: Case size of product	Essential
12	Functional	1.12	Ordering Capability	Display fields with detailed information of the selected products	Field: Unit of Measure of product	Essential
13	Functional	1.13	Ordering Capability	Display fields with detailed information of the selected products	Field: Price per Unit	Essential
16	Functional	1.16	Ordering Capability	Display fields with detailed information of the selected products	Field: Total case price including Movement Rate	Essential
17	Functional	1.17	Ordering Capability	Display fields with detailed information of the selected products	Picture of Product	Essential
18	Functional	1.18	Ordering Capability	System to show live inventory information and stock files per product	e.g. a simple in stock/out of stock icon, or display the quantity of stock available at a given location	Desirable
19	Functional	1.19	Ordering Capability	Each Authority Site to have a unique identifying account code which is linked to individual logins	e.g. A prison has two account codes for prisoner/non prisoner food. User logins to be linked to these account codes	Essential
21	Functional	1.21	Ordering Capability	The system should have the ability to issue electronic order confirmation	e.g. email to the user who placed the order	Essential
22	Functional	1.22	Ordering Capability	The system should have the ability to support a secondary budgetary approval step		Essential

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23	Functional	1.23	Ordering Capability	The system should allow 'favourite' items to be selected	e.g. by highlighting, asterisking	Essential
24	Functional	1.24	Ordering Capability	The system should allow the creation of standard 'baskets' or 'templates' for frequently ordered groups of products	These baskets should be editable and remain until order is complete (e.g. a user could half complete an order basket and then at a later date those items will still remain in the basket)	Essential
25	Functional	1.25	Ordering Capability	The system shall display a shopping cart		Essential
26	Functional	1.26	Ordering Capability	The system shall allow the user to add or remove products from the shopping cart	The shopping cart should remain editable until the order process has been completed	Essential
27	Functional	1.27	Reporting	The system should have full order history of products ordered	A user should be able to view previous orders	Essential
28	Functional	1.28	Reporting	The system should be capable of generating simple user-generated reports/information detailing order history	e.g. the order details for a 6-month period	Essential
29	Functional	1.29	Reporting	The system should be able to display both active and completed order history per user	e.g. show orders placed but not yet delivered as well as orders which had been placed and delivered	Essential
30	Functional	1.30	Search Facility	The system should have a function to enable the user to search for products within the catalogue	e.g. a free text tool bar	Essential
31	Functional	1.31	Search Facility	The system should enable the user to select options on the screen to search	e.g. icons or a list of a group of food products	Essential
32	Functional	1.32	Search Facility	The system should display all matching options based on the	e.g. if a search for 'potatoes' was entered it would bring up all appropriate matches from	Essential

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				search	within the authority catalogue	
33	Functional	1.33	Search Facility	The system should enable the user to enter the search text on the screen	e.g. a free text tool bar	Essential
34	Non-Functional Requirements	ACC001	Access Control	The system will limit users to a single login at any one time	To reduce logins being 'shared' by unauthorised users	Essential
35	Non-Functional Requirements	ASS002	Assistive Technology	The system will be fully accessible to all users including people with impairments. The British Standard BS8878:2010 Web Accessibility Code of Practice should be used to guide the development of this		Essential
36	Non-Functional Requirements	ASS003	Assistive Technology	The system must be fully compatible with commonly used assistive technology tools	Tool: Freedom Scientific JAWS screen reading software	Essential
37	Non-Functional Requirements	ASS004	Assistive Technology	The system must be fully compatible with commonly used assistive technology tools	Tool: Ai Squared Zoom Text Magnifier screen magnification software	Essential
38	Non-Functional Requirements	ASS005	Assistive Technology	The system must be fully compatible with commonly used assistive technology tools	Tool: Nuance Dragon Naturally Speaking speech recognition software	Essential
39	Non-Functional Requirements	ASS006	Assistive Technology	The system must be fully compatible with commonly used assistive technology tools	Tool: Text Help Read and Write reading and writing support software	Essential
40	Non-Functional Requirements	AUD007	Audit	All transactions will be recorded in an audit log accessible only to authorised users	The authorised users will be 'super user' administrators from within the IT team	Essential

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41	Non-Functional Requirements	AUD008	Audit	Only system authorised administrators will have access to the audit log	As AUD007	Essential
42	Non-Functional Requirements	AUD009	Audit	Audit log entries will be maintained to track user activity within the system.	The logs will record as a minimum: User ID, Function ID, Record Identifier, Date and Time and Terminal ID	Essential
43	Non-Functional Requirements	AUD010	Audit	All unauthorised access attempts will be recorded in the audit trail as well as a facility to highlight this activity at a central point or similar	e.g. a number of failed attempts to enter a password will be recorded	Essential
44	Non-Functional Requirements	AVA011	Availability	The system must be available and fully operational and have an up-time of 99.5%	99.5% of 24/7	Essential
45	Non-Functional Requirements	AVA012	Availability	Planned maintenance of the system must be scheduled during the weekend or when the demand on the system is low	e.g. at a fixed time during unsociable hours which will be made known to the authority. Any planned maintenance or shutdowns outside these fixed hours should be made known to the authority	Essential
46	Non-Functional Requirements	AVA013	Availability	The system must have helpdesk support in accordance with standard office hours - 0900 - 1700		Essential
47	Non-Functional Requirements	DAT038	Data Storage	The system's back end servers should never display a user password.		Essential
48	Non-Functional Requirements	DES014	Design	The system should be browser based		Essential
49	Non-Functional Requirements	DES015	Design	The system should not required the use of browser plug-ins or other client-side software		Essential

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50	Non-Functional Requirements	DES016	Design	The system will be platform independent		Essential
51	Non-Functional Requirements	DES017	Design	The solution design will utilise open-source products wherever applicable		Essential
52	Non-Functional Requirements	DES018	Design	The system will present the majority of input as drop-down menus or option buttons	When appropriate	Essential
53	Non-Functional Requirements	DES019	Design	The system will have a search function	As 1.30	Essential
54	Non-Functional Requirements	DES020	Design	The system will have some form of help facility	Technical support as opposed to customer service	Essential
55	Non-Functional Requirements	DES021	Design	The clock within the system will be able to cater for changes in time from BST to GMT and vice-versa without disruption to the service		Essential
56	Non-Functional Requirements	DES022	Design	Any error messages produced by the system should be meaningful and appropriate and offer immediate prompts for actions to resolves the error	Functional error messages aimed at the user (not IT specific error message)	Essential
57	Non-Functional Requirements	DES023	Design	The system should operate within Internet Explorer and Firefox browsers		Essential
58	Non-Functional Requirements	PPR033	Payment Process (virtual credit	The system should have the capability to accept card payment and is Mastercard Level 3		Essential

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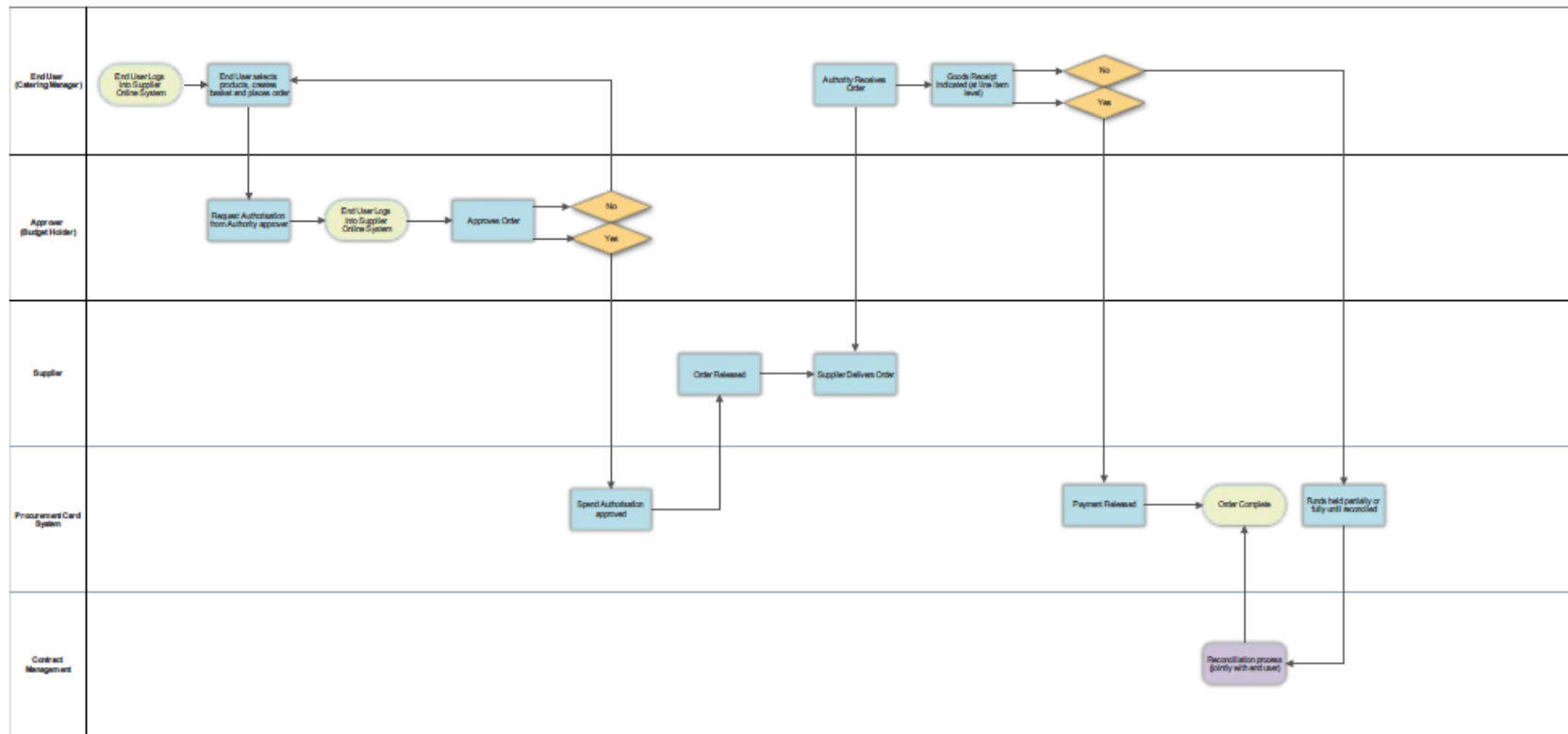
			card)	registered		
59	Non-Functional Requirements	PPR034	Payment Process (virtual credit card)	The system should be able to accept payment via virtual credit card		Essential
60	Non-Functional Requirements	PPR035	Payment Process (virtual credit card)	All expenditure should be charged to the virtual credit card		Essential
61	Non-Functional Requirements	PPR036	Payment Process (virtual credit card)	Expenditure reports should be identifiable as print or file	To allow for the creation of custom .csv files	Essential
62	Non-Functional Requirements	PER037	Design	The system should be web based and independent of any other system		Essential
63	Non-Functional Requirements	SEC024	Security	All passwords on the system should be at least 8 characters long and consist of at least one capital letter and one number		Essential
64	Non-Functional Requirements	SEC025	Security	Users will be forced to change passwords every 90 days		Essential
65	Non-Functional Requirements	SEC026	Security	The system will lock after 5 failed password attempts		Essential

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66	Non-Functional Requirements	SEC027	Security	All network transactions that involved financial information or personal data shall be encrypted		Essential
67	Non-Functional Requirements	SEC028	Security	A unique user ID and password is required for all authorised users		Essential
68	Non-Functional Requirements	SEC029	Security	The supplier is to provide disaster recovery and secure data hosting and infrastructure architecture		Essential
69	Non-Functional Requirements	SEC030	Security	Passwords shall be hidden from display		Essential
70	Non-Functional Requirements	TRA031	Training	The system supplier will provide training for users		Essential
71	Non-Functional Requirements	TRA032	Training	The system supplier will supply comprehensive training documentation and user help guides		Essential
20a	Functional	1.20a	Ordering Capability	The system should support an electronic goods receipt (GRN) capability	To enable the user to receipt items by electronic means whether within the system or externally	Essential
20b	Functional	1.20b	Ordering Capability	The system should support a line by line electronics GRN capability	To enable the user to receipt items line by line within the ordering system	Essential

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Annex 2: Online Ordering System Workflow Processes



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Part 2: Fall-Back Option

The requirements regarding the Fall-Back Option are set out in Part 2 of this Appendix G (Ordering System), and shall apply in the event that the Authority exercises the Fall-Back Option in substitution for the Online Ordering System.

The Fall-Back Option uses a purchase order/invoice/receipt three-way match 'P2P' payment solution.

Under the Fall-Back Option, the Authority will have an internal catalogue of the Products hosted within its own payment system (as at the Commencement Date, known as Phoenix and Oracle based).

The Authority will require the Contractor to administer the Ordering system in accordance with the following steps:

- Authorised Users will place Orders by sending purchase orders to a dedicated Contractor email address in .pdf format;
- the Contractor will issue an invoice to the relevant Authorised User in respect of delivered and receipted Products (and their associated costs) for the attention of the Invoice Payable Team (Shared Service Centre) at the following address, unless otherwise informed by the Authority:

REDACTED

- all invoices need to quote the relevant purchase order number as a pre-requisite for payment and the Contractor must provide a discrete invoice per transaction which shall include all relevant information as included on the purchase order; and
- payment for Orders will be made on completion of a standard three-way match of the Products delivered on the Purchase Order, Goods Receipt Note and Invoice, in accordance with the credit terms set out in Schedule H (Pricing).

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Appendix H - Transport Managers and Delivery Drivers Handbook**REDACTED****Publication Information & Review Dates**

Version No.	Date	Reason For Change	Sections Amended
1	26 February 2016	Revised and updated for incorporation into the Prison Food Supply Tender	All
2	28 April 2016	Marking changed to OFFICIAL SENSITIVE	Header
3			

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8. ANNEX 3: FOOD PACKAGING SERVICES COLLECTION PROCESS [TO BE CONFIRMED]

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9. ANNEX 4: PALLET WRAPPING DOCUMENT

9.1 Pallet Assembly & Wrapping Guidelines

9.2 Purpose

- 9.2.1 The purpose of this document is to prevent stock loss by reducing product damages and also reduce risk of accidents for Bidvest Drivers & customers when deliveries are being made.

9.3 Initial Pallet Selection

- 9.3.1 Only good quality pallets should be used to assemble customer orders – if blue/red/brown pallets etc are used then they must be controlled and returned to the depot after each delivery or collected on the next delivery.
- 9.3.2 Make sure the pallet selected is thoroughly checked for damage – only good quality pallets should be used for the assembly of orders and you must make sure the following points are adhered to at all times

9.3.2.1 All planks are secure & intact – not split etc.

9.3.2.2 No loose nails sticking up that could potentially damage/pierce products.

9.3.2.3 Corner blocks are all intact & secure

9.4 Product Stacking & Assembly

- 9.4.1 Products must be assembled according to weight to prevent products crushing/collapsing during transportation with heavy goods on the bottom and lighter goods on top – a common sense approach must be applied at all times to prevent the risk of damage to products but also to reduce the risk of injury to staff & customers receiving the delivery.
- 9.4.2 Make sure the overall weight of all assembled pallets does not exceed **800kg** in weight or **1.7metres** in height.
- If a full pallet of the same product is required (as received from our suppliers) e.g. pallet of Baked Beans or Cooking Oil and the total weight of that pallet exceeds **800kg** then product must be removed and the weight **MUST BE** spread across the other pallets to ensure the maximum weight of each pallet being loaded and delivered does not exceed the **800kg maximum weight** allowance.
- 9.4.3 Make sure that the items are packed as close to one another on the pallet as possible to make sure they have no room to move during transportation and the products do not overhang the edge of the pallet. If they have room to shift around after you've applied the shrink wrap the entire unit will become loose and unstable with a risk of collapsing.

9.5 Make it easy

- 9.5.1 Make sure the pallet is placed in an area that allows you to have plenty of movement all the way round, this will make it easier to wrap and allows you to bend correctly during the wrapping procedure.

9.6 Attaching the shrink-wrap

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- 9.6.1 Make sure the shrink-wrap is fully secured at the corner post of the pallet to prevent it working loose during transportation.

9.7 Secure the goods

- 9.7.1 Ensure that you wrap the base enough times so that your plastic will not slip off. This is the most important step since the goal is to keep your goods on the pallet.
- 9.7.2 Wrap round the base of the pallet at least four or five times and pull the roll tightly just before going around each corner to stretch the wrap tightly to make sure the bottom boxes are secured to the pallet. Work your way up from the base of the pallet again making sure you pull the roll tightly just before going around each corner to stretch the wrap tightly.
- 9.7.3 When you reach the top of the pallet take the wrap over the top layer from corner to corner and then repeat again forming a cross with the wrap over the top to secure the top layer and then finish by wrapping back down the pallet again.
- 9.7.4 To check that the load is secure, try pushing the upper boxes to see if the load moves, if required continue to wrap more layers by going around the pallet a few more times. The plastic film sticks to itself, so there is no requirement to tie off the end.

9.8 Test and finish

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Appendix I - Market Stewardship Principles

Introduction

- The market stewardship principles cover five key principles that must underpin the Contractor's performance of its obligations under the Contract and its engagement with Suppliers and Key Subcontractors pursuant to the performance of such obligations.
- Each of the principles is set out in this Appendix I together with guidance as to how the Contractor should respond to its obligations against each of the principles.
- References in this Appendix I to "work" are to the supply of Products and Services in accordance with the Contract.

Adherence to appropriate management of risk in the supply chain

- All contractual and other risk should be appropriately managed. This should extend to not passing risk down supply chains disproportionately, the management of volume fluctuations and other events and the management of intellectual property rights.
- **Meaningful work allocation.** The Contractor should be able to evidence its approach in allocating work to Key Subcontractor in a manner which meets its obligations under this Contract. Where a Supplier is specified in the Contractor's Tender Response as a Key Subcontractor, the Contractor shall refer appropriate work (including volumes, where appropriate) to that Supplier.
- The Contractor shall record details of all issues arising out of complaints from Suppliers that they have not received anticipated work (including volumes, where appropriate) and shall refer these complaints to the Authority.
- **Systems for allocation of work to the Supplier.** The Contractor should have systems for allocation of specific work to the Supplier where the performance of the Contract is best served by calling on the particular expertise of the Supplier. The allocations should ensure that the work is carried out by a Supplier that has the correct level of expertise.
- **Volume Fluctuations.** The Contractor must demonstrate to the Authority's satisfaction how it manages any volume fluctuations and the reallocation of work to Suppliers, where appropriate. The potential impact of both increases and particularly reductions in work allocation and associated drop in income, and actions to mitigate these risks, must be set out in the relevant supply chain contract.
- **Payment terms.** The Contractor should detail a full exploration of payment terms and the impact of these on Suppliers including the requirement for any clawback/repayment if targets (such as performance targets) are not met. The implications of this should be worked through for each year of the relevant Supplier contract.
- **Minimum contract term.** Consideration should be given to the needs of the Supplier in relation to the contract term. The contract length, if inadequate, may damage the ability of the Supplier in seeking new business or additional funding from elsewhere. Supporting statements around expected minimum term of contracts may be helpful to avoid this. A minimum 6 month term should be appropriate for most contracts with Key Subcontractors and Suppliers engaged in the

SCHEDULE G – SPECIFICATION

sourcing and supply of Products (subject to the Authority's preference that any such contracts are aligned with the Contract Period).

- **Spot buy arrangements.** If requested to do so by the Authority, the Contractor should confirm what 'spot purchase' arrangements are being utilised. The Contractor should provide details of what options to transition to more stable contractual referral systems are being reviewed at regular periods.

Alignment of ethos in the supply chain

- The Authority envisages that a sustainable relationship is fostered throughout the Contract Period, which meets the expectations of both Parties according to the position established at Contract inception. In entering into a contractual agreement, there should be an understanding of what is important to both Parties and this should go on to form part of the contractual agreement which will be reviewed throughout the Contract Period to ensure that expectations are being met. The Authority's market engagement has reinforced that this is an important expectation for many organisations and key to building trust, especially in the early stages of such business relationships.
- **Audit trail.** The Contractor must maintain an audit trail of engagement with Suppliers that demonstrates compliance with the principles established at the outset of their working relationship and shall include any additional support the Contractor offers.
- **Support declared in the bid to Suppliers.** The Contractor must publish a statement with regard to the support that is being offered by the Contractor to Suppliers. Each support element must be itemised.
- **Meetings.** The Contractor must record details of the conduct of all meetings with Suppliers and review these records to ensure that they are timely and appropriate and reinforce good relationship management.
- **Practitioner Forum.** The Contractor shall work with the Authority to implement a practitioner forum or similar method of sharing and publicising good practice with Suppliers.

Visibility across the supply chain:

- **The Authority expects that all parties have visibility of participation within the supply chain.** This should include payment terms against contractual targets, the volume of business handled by Key Subcontractors (where appropriate), fair apportionment of work, and how the supply chain adjusts to changing volumes.
- **Supply chain sourcing, selection and refresh process.** The Contractor must ensure that the sourcing, selection and refresh process for Key Subcontractors and Suppliers engaged in the sourcing and supply of Products is transparent. This information must be made freely available to both the Authority and each potential Supplier on request.
- If requested by the Authority, the Contractor must provide confirmation that the prices offered by the Contractor for Products have been agreed with Suppliers.

Reward and recognition of good performance

SCHEDULE G – SPECIFICATION

- The Authority considers it important that organisations in the supply chain receive appropriate reward for good performance. Recognition of good performance should be shared across the chain and this should include the sharing of good practice. As industry forums are instigated, methods for sharing data will be developed.

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Appendix J - Key Subcontractors

Name	Role (e.g. food supplier, logistics)	Company Number	Contact Details
REDACTED	REDACTED	REDACTED	REDACTED

SCHEDULE G – SPECIFICATION

Appendix K - Sustainability Plan

REDACTED

SCHEDULE G – SPECIFICATION

Appendix L - Delivery Model

REDACTED

SCHEDULE H: PRICING AND PAYMENT

1. INTRODUCTION AND PURPOSE

This Schedule describes the pricing mechanisms in respect of the Products and Services, including the breakdown of the Contract Price and the permitted price adjustment processes.

2. DEFINED TERMS

Capitalised terms in this Schedule shall have the meaning set out in Schedule A (Definitions).

3. THE CONTRACT PRICE

3.1 The Contract Price shall be calculated by application of the Unit Prices for each Product Case in respect of the quantities of such receipted by the relevant Authorised User. Save in respect of delivery charges payable pursuant to paragraphs G3.7 and G3.15 of Schedule G (Specification), these Unit Prices shall be the sole source of remuneration for the Contractor under the Contract. The Contractor shall have no recourse to the Authority or any other Authorised User for any additional costs fees, charges, taxes, duties or expenses associated with the performance of this Contract.

3.2 Save as stated in paragraph 3.3, the Unit Price for each Product Case shall comprise:

3.2.1 a Commodity Cost; and

3.2.2 a Movement Rate Cost,

allocated to that Product and Product Case.

3.3 There shall be no Movement Rate Cost for a Product delivered to a Packing Station for the Food Packing Services. A Movement Rate Cost shall apply, in accordance with the Catalogue, to a Pack delivered to a Site following the Food Packing Services.

3.4 The Movement Rate Cost includes the Contractor's required profit in respect of the Contract and all Mobilisation Costs. Accordingly, neither the profit nor Mobilisation Costs shall be separately chargeable to the Authority or any Authorised User of the Products or Services. Mobilisation Costs shall only be recoverable by the Contractor as part of the Movement Rate Cost during the Initial Contract Period and shall be removed from the Movement Rate Cost thereafter, whether or not the Mobilisation Costs have been fully recovered as part of the Contract Price during the Initial Contract Period.

3.5 The Unit Prices shall apply to all Sites.

4. PAYMENT BY ORDER BY USER

4.1 Payment of the Unit Price shall be made by the relevant Authorised User where the delivery of the Product is receipted by a Goods Receipt Note and the Goods Receipt Note matches the purchase order information.

4.2 Payment will be made using the Procurement Card System on the basis of the Order and Goods Receipt Note. The Contractor shall issue a consolidated list of completed transactions per month which will be reconciled against the Authority's Procurement Card transaction information as an administrative check.

4.3 The Site Representative acting on behalf of the relevant Authorised User shall have permitted approvals in respect of payment of the Unit Price of a Product Case ordered. The approvals will determine level of expenditure a user can make.

- 4.4 In the event that the Authority:
- 4.4.1 exercises the Fall-Back Option, it shall have a Catalogue of the Products hosted within its own payment system (as at the Commencement Date, known as 'Phoenix' and Oracle based); or
- 4.4.2 places a free text order for products which are not part of the Catalogue,
- the relevant Authorised User shall issue a purchase order for the ordered Product to a dedicated Contractor email address in .pdf format. The Contractor will invoice in respect of delivered and receipted Products and payment will be managed by a standard three-way match 'P2P' system, matching Order to purchase order and receipted goods. The Contractor shall quote the relevant purchase order number on an invoice as a pre-requisite for triggering payment.

5. **THE CATALOGUE AND PRICING**

- 5.1 As at the Commencement Date, the Unit Prices are set out in:
- 5.1.1 Part 1 of Appendix A as applicable to the Online Ordering System; and
- 5.1.2 Part 2 of Appendix A as applicable to the Fall-Back Option.
- 5.2 The Unit Prices shall be reflected in the Catalogue in force from time to time during the Contract Period. Once agreed, the Unit Prices specified in the Catalogue shall supersede the Unit Prices in Appendix A.
- 5.3 The Contractor shall be responsible for updating the Catalogue and seeking approval of the Authority to such updates in accordance with the process specified in paragraph G2.5 of Schedule G (Specification).
- 5.4 Each Unit Price shall be fixed unless and until revised as follows in accordance with the following processes set out in this Schedule:
- 5.4.1 Revisions to the Commodity Cost on a Quarterly basis; and
- 5.4.2 Revisions to the Movement Rate Cost at the beginning of a Supply Year.
- 5.5 It shall be the responsibility of the Contractor to ensure that the Catalogue reflects the then agreed Unit Prices. In the event that the Catalogue does not reflect the then agreed Unit Prices the Contractor shall reconcile any incorrect payment which has taken place with the correct Unit Price and, at the Authority's discretion either:
- 5.5.1 adjust the amount of a payment being made in respect of Products at a Site specified by the Authority; or
- 5.5.2 address any overpayment made in respect of Products in the next amount payable by the Contractor under paragraph 9.

6. **PRICE ADJUSTMENT**

Commodity Cost Benchmarking

- 6.1 With effect from the beginning of the Supply Commencement Date and subject to paragraph 6.2 below, the Parties shall be permitted to revise the Commodity Costs of any Product Case at each Quarter Day. The process for revising the Commodity Costs shall involve a Benchmark Review by the Benchmarking Company in accordance with Appendix B to this Schedule. Changes in Commodity Costs shall be documented in a Change Note and the Catalogue updated accordingly in accordance with the process specified in paragraph G2.5 of Schedule G (Specification).

6.2 The Parties agree and acknowledge that they shall be permitted to propose and revise the Commodity Costs of the following Products during the Mobilisation Phase prior to the Supply Commencement Date:

6.2.1 fresh produce Products (such Products being those identified in the Contractor's cost model attached at Appendix A with a tender code containing the prefix "FRE" and a description stating "FRESH"), in relation to which adjustments may be proposed and applied subject to and in accordance with the following:

- (a) the first Quarter Day on which Commodity Cost adjustments can take effect for fresh produce Products shall be the Quarter Day which immediately precedes the Supply Commencement Date ("**Previous Quarter Day**");
- (b) the Benchmark Review process set out in Appendix B to this Schedule shall apply in respect of such adjustments but with the following changes:
 - (i) any proposal from the Contractor for a variation to the Commodity Costs for fresh produce Products shall be presented to the Authority and the Benchmarking Company thirty (30) Working Days prior to the Previous Quarter Day; and
 - (ii) the Price Adjustment Tracker shall cover the period from and including the Commencement Date and ending no earlier than ten (10) Working Days before submission of the Benchmarking Report by the Benchmarking Company to the Parties ("**Initial Tracker Period**")

(such Benchmark Review process being the "**Initial Benchmark**"); and

6.2.2 Exceptional Products, in relation to which an Exceptional Product Price Adjustment may be proposed and applied subject to and in accordance with the following:

- (a) no more than 200 Exceptional Products may be subject to an Exceptional Product Price Adjustment;
- (b) an Exceptional Product will only be subject to an Exceptional Product Price Adjustment if either the Authority or Contractor is able to demonstrate that there has been a movement of more than 3% between the Commodity Cost of that Exceptional Product in the Contractor's Tender Response and the average market Commodity Cost of that Exceptional Product as at the date of the proposal;
- (c) any proposal from the Contractor for an increase in the Commodity Cost of an Exceptional Product by way of an Exceptional Product Price Adjustment shall:
 - (i) be presented to the Authority by no later than 6 March 2017;
 - (ii) include evidence to demonstrate to the reasonable satisfaction of the Authority that the Commodity Cost of the Exceptional Product in the Contractor's Tender Response was based on an agreement in place with its Supplier and in line with market prices;
 - (iii) include evidence to demonstrate to the reasonable satisfaction of the Authority that the circumstances affecting the movement in price of the Exceptional Product were not reasonably foreseeable by the Contractor, acting diligently, at the time of submission of its Tender Response;
 - (iv) demonstrate to the reasonable satisfaction of the Authority that alternative Suppliers and Substitute Products have been sought in order to minimise the impact of any increase in the Commodity Cost of the Exceptional Product; and;

- (v) set out the Exceptional Product Price Adjustment that is being sought and include clear and sufficiently detailed reasoning to demonstrate to the reasonable satisfaction of the Authority that the proposed Exceptional Product Price Adjustment is in line with the average market Commodity Cost of that Exceptional Product and is justified;
- (d) the Authority shall have the right to propose a decrease in the Commodity Cost of an Exceptional Product by way of an Exceptional Product Price Adjustment, in which case paragraph 6.2.2 (c)(i) and (iv) above shall apply with references to 'the Authority' reading 'the Contractor'; and
- (e) any Exceptional Price Adjustment that is agreed between the Parties (after the Authority has consulted with the Benchmarking Company to independently verify that this is in line with the average market Commodity Cost of the Exceptional Product) shall take effect on the Supply Commencement Date.

Movement Rate Cost Adjustments

- 6.3 At the Supply Commencement Date all Movement Rate Costs are fixed for the first Supply Year. The Movement Rate Costs may be varied (up or down) with effect from the commencement of each subsequent Supply Year during the Contract Period in accordance with paragraphs 6.4 to 6.6.
- 6.4 The Movement Rate Cost shall be varied according to the relevant change in the Relevant Index in the relevant reported 12 month period. The Contractor shall provide the Authority with the Relevant Index Report and its proposals for changes to the Movement Rate Cost no later than 30 Working Days prior to each Annual Review. At the same time, the Contractor shall provide the Authority with a copy of the FTA Manager's Guide to Distribution Costs for the relevant reported 12 month period and such other supporting information as may reasonably be required by the Authority. The Parties shall consider changes to the Movement Rate Costs at the Annual Review. The outcome of such shall be documented in a Change Note, and the Catalogue updated accordingly in accordance with the process specified in paragraph G2.5 of Schedule G (Specification).
- 6.5 Movement Rate Cost adjustments will be subject to change according to variations in the Relevant Index specified in the table below.

Description	Index
Employment	FTA Manager's Guide to Distribution Costs
Transport	FTA Manager's Guide to Distribution Costs
Mobilisation Costs	Fixed for Contract Life
Other Costs	RP05 CPI Index
Profit	Fixed for Contract Life

- 6.6 Where Indexation applies, the relevant adjustment shall be:
- 6.6.1 applied on the first day of each Supply Year following the Supply Commencement Date; and
 - 6.6.2 determined by multiplying the relevant Movement Rate Cost by the percentage increase or decrease in the Relevant Index specified in the Relevant Index Report.

In the event that a Relevant Index ceases to exist the Parties shall agree, acting reasonably, a suitable replacement for that Relevant Index.

6.7 Except as set out in this Schedule or pursuant to a Change Note, neither the Contract Price nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Contractor or Supplier of the performance of their obligations in respect of this Contract.

6.8 An example of the administration for a Quarterly Review and an Annual Review is set out in the table below:

Event	Detail	Dates
Commencement Date		14 November 2016
Supply Commencement Date		3 May 2017
Supply Year		3 May to 2 May
Quarter Day	First Quarter Day on which Commodity Cost adjustments can take effect.	1st May 2017 (fresh produce Products only) 1 August 2017 (all other Products)
Proposed Price Adjustments	Any proposed Commodity Cost adjustments must be sent to the Authority and the Benchmarking Company 30 Working Days prior to the Quarter Day.	15 March 2017 (fresh produce Products only) 20 June 2017 (all other Products)
Quarterly Review	Meeting between Authority and Contractor to document the outcome of the Benchmarking Review. This is to take place no later than 15 Working Days prior to the Quarter Day.	6 April 2017 (fresh produce Products only) 11 July 2017 (all other Products)
Submission of Relevant Index Report and proposed Movement Rate Cost adjustments	Relevant Index data and proposals for Movement Rate Cost change to be submitted. This is to take place no later than 30 Working Days prior to the beginning of each Supply Year during the Contract Period (other than the first Supply Year).	20 March 2018
Annual Review Meeting	Meeting between Authority and Contractor to agree and document the changes to the Movement Rate Cost. This is to take place no later than 15 Working Days prior to the beginning of each Supply Year during the Contract Period (other than the first Supply Year).	12 April 2018
Movement Rate Cost adjustments	Date on which Movement Rate Cost adjustments to take effect. Commencement of each Supply Year during the Contract Period (other than the first Supply Year).	3 May 2018

6.9 The Parties shall hold the Quarterly Review and the Annual Review in accordance with the timescales set out in paragraph 6.8 above.

7. SUBSTITUTE PRODUCTS AND ALTERNATIVE PRODUCTS

7.1 If the Contractor provides an Alternative Product or Substitute Product which is a Product in the Catalogue at the relevant time, the Commodity Cost shall be as set out in the Catalogue, provided it is equal to or less than the price of the originally ordered Product, and where this is not the case then the Commodity Cost shall be pro-rated in accordance with paragraph 7.2.1 below.

7.2 If the Contractor provides a Substitute Product or Alternative Product which is not in the Catalogue at the relevant time:

7.2.1 the Commodity Cost for the Substitute or Alternative Product must be equal to or less than Commodity Cost for the original Product. The Commodity Cost shall be pro-rated to account for any differentials in Product Case size, for example as shown in the table below (for a Substitute Product):

Product	Substitute Product
Catalogue Baked Beans (brand X)	Substitute Baked Beans (brand Y)
Product Case: 6 x 1 x 3.09kg	Product Case: 6 x 1 x 4kg
Case Weight: 18.54kg	Case Weight: 24kg
Price per Unit of Measure: £0.485	
Commodity Cost: £9.00	Commodity Cost: £11.65

7.2.2 the Movement Rate for the Substitute Product or Alternative Product shall remain the same as for the original Product, unless the Product Case size is smaller than for the original Product. However, if the Product Case size is smaller than that of the original Product, the Movement Rate shall be pro-rated in accordance with the ratio of the Product Case size of the Substitute Product or Alternative Product (as the case may be) to the Product Case size of the original Product. In the example given above, the Movement Rate will be calculated as 53.7% of the Movement Rate for the Product it is substituting, as shown in the table below:

Product	Substitute Product
Catalogue Baked Beans (brand X)	Substitute Baked Beans (brand Y)
Product Case: 6 x 1 x 3.09kg	Product Case: 24 x 1 x 415g
Case Weight: 18.54kg	Case Weight: 9.96kg
Price per Unit of Measure: £0.485	
Commodity Cost: £9.00	Commodity Cost: £4.83
Movement Rate: £1.50	£0.80

8. REPLACEMENTS AND NEW PRODUCTS

8.1 If a replacement Product is added to the Catalogue, the corresponding Unit Price shall be added to the Catalogue. Once incorporated in the Catalogue the Unit Price for the replacement Product shall be subject to variation in accordance with this Schedule H (Pricing and Payment). Any updates to the Catalogue shall be managed in accordance with paragraph G2.5 of Schedule G (Specification).

9. INVOICING ARRANGEMENT FOR PERFORMANCE CREDITS, LIQUIDATED DAMAGES AND ANY OTHER SUMS PAYABLE BY THE CONTRACTOR

Performance Credits

9.1 Performance Credits shall be applied to the Contractor in accordance with the provisions of Schedule P (Performance Credits and Key Performance Indicators).

9.2 The value in pounds sterling of each Performance Credit shall be as set out in Schedule P (Performance Credits and Key Performance Indicators).

Accounts Transaction Form and Related Invoices

- 9.3 The Contractor shall submit to the Authority for Approval a draft template Accounts Transaction Form within 10 Working Days of the Commencement Date, which shall include fields for, as a minimum, the details set out in paragraph 9.4. If the draft template Accounts Transaction Form is not approved by the Authority then the Contractor shall make such amendments as may be reasonably required by the Authority.
- 9.4 The Contractor shall ensure that each Accounts Transaction Form submitted during the Contract Period contains the following information:
- (a) the date of the Accounts Transaction Form;
 - (b) a unique reference number;
 - (c) the period(s) to which the relevant sums relate;
 - (d) a reference number for this Contract;
 - (e) the reference number of the purchase order to which it relates (if any);
 - (f) details of any Performance Credits, Liquidated Damages or other deductions that shall apply to the Unit Charges (for example as referred to in paragraph 5.5 of this Schedule);
 - (g) reference to any reports or other Management Information required by the Authority in respect of the Products and/or Services;
 - (h) an address for submission of any related invoice;
 - (i) a contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries; and
 - (j) such other information as the Authority may reasonably require to assess whether the Performance Credits and/or Liquidated Damages or other sums set out in the Accounts Transaction Form are properly payable.
- 9.5 Each Accounts Transaction Form (including any supporting documentation) shall be:
- 9.5.1 submitted to mojprocurementfood@justice.gsi.gov.uk with a copy to such other person and at such place as the Authority may notify to the Contractor from time to time;
 - 9.5.2 expressed in sterling or such other currency as shall be permitted by the Authority in writing; and
 - 9.5.3 submitted to the Authority within 3 Working Days of the end of the month following the month in which a Performance Credit or overpayment (as referred to in paragraph 5.5 of this Schedule) has arisen and/or within 2 Working Days of the end of the week following the week in which Liquidated Damages have arisen.
- 9.6 The Authority shall invoice the Contractor in respect of any agreed Performance Credits, Liquidated Damages or other sums payable. Any failure by the Contractor to submit a completed Accounts Transaction Form shall not prejudice the right of the Authority to submit an invoice to the Contractor in accordance with this paragraph 9.6.

Payment Terms

- 9.7 The Contractor shall consider any invoice submitted by the Authority in a timely manner and shall make payment to the Authority within 30 days of receipt of a valid invoice from the Authority to a dedicated Contractor email address. Payment shall be made in sterling by electronic transfer of funds to the bank account that the Authority has specified on its invoice.

- 9.8 Where the Contractor fails to comply with paragraph 9.7 and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 9.7 after a reasonable time has passed.
- 9.9 Interest shall be payable by the Contractor on the late payment of any undisputed sums of money properly invoiced by the Authority, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
10. **PAYMENT**
- 10.1 Clause 10 sets out the payment terms in respect of payments by the Authority and/or Authorised Users of the Contract Price.
11. **AUDIT**
- 11.1 The Parties shall comply with Schedule U (Audit) with regard to audit, access and transparency with regard to the Contract Price.

Appendix A – Unit Prices

Part 1

Online Ordering System Unit Prices

REDACTED

Part 2

Fall-Back Option Unit Prices

REDACTED

Appendix B

Independent Benchmarking

1. INTRODUCTION

- 1.1 The Authority requires that Commodity Cost increases during the Contract Period are at a level aligned to market-wide variations and not reflective of factors which are specific to the arrangements put in place by the Contractor with its Suppliers of Products. The Authority also requires that Commodity Cost decreases during the Contract Period are at least at a level aligned to market-wide variations (or greater where secured by the Contractor from its Suppliers of Products). The vast majority of the Commodity Costs should remain relatively static; however this Appendix sets out a mechanism to manage Commodity Cost adjustments (both increases and decreases) during the Contract Period.

2. BENCHMARKING APPROACH

- 2.1 On or before the Commencement Date, the Authority appointed an independent third-party company as a Benchmarking Company to carry out the Benchmark Reviews. During the Contract Period the Authority shall be entitled to appoint such other organisation as may be agreed in writing between the Parties (acting reasonably).

3. BENCHMARKING PROCESS

- 3.1 On or prior to the Supply Commencement Date, the Benchmarking Company mapped the Products, Product Cases and Product codes against its own data in order to be able to provide a Price Adjustment Tracker in accordance with this Appendix B (Independent Benchmarking).

3.2 BLANK

- 3.3 The key steps in the benchmarking process shall be as follows:

- 3.3.1 Either Party may request that a Commodity Cost be increased or decreased using the Benchmark Review, by reference to the Price Adjustment Tracker for a Comparison Product Case. Once the Commodity Cost is revised for a Quarter it shall remain fixed for that Quarter or longer pending any further Benchmark Review. Any agreed revision to a Commodity Cost shall apply for the Quarter commencing after agreement and shall not be applied retrospectively or in the then current Quarter;

- 3.3.2 Any proposal from the Contractor for a variation to the Commodity Costs shall be presented to the Authority and the Benchmarking Company thirty (30) Working Days prior to the start of the next Quarter (or thirty (30) Working Days prior to the Previous Quarter Day for the Initial Benchmarking) and be submitted with supporting information to support the proposed change. The Contractor must provide a minimum of; a quotation from:

- (a) a quotation from an existing Supplier of the relevant Product; and
- (b) evidence of prices quoted from at least one alternate source of:
 - (i) the relevant Product; or
 - (ii) if an alternate source of the relevant Product cannot reasonably be located, a Substitute Product; or
 - (iii) if the relevant Product and a Substitute Product cannot reasonably be located, an Alternative Product,

plus any additional supporting evidence as the Authority may reasonably require;

- 3.3.3 The Benchmarking Company shall collate data in respect of each Comparison Product Case and develop a Benchmark Report reflecting that data;
- 3.3.4 The Benchmarking Company shall provide the Benchmark Report to the Parties at least three (3) Working Days before the Quarterly Review, setting out the Price Adjustment Tracker for each Comparison Product Case. The Price Adjustment Tracker shall cover:
- (a) the Initial Tracker Period for the Initial Benchmarking; or
 - (b) a three month period ending no earlier than ten (10) Working Days before submission of the Benchmarking Report by the Benchmarking Company to the Parties.
- 3.3.5 The Parties shall consider the Benchmarking Report at the Quarterly Review, and based on its findings shall document the variations in the Commodity Costs;
- 3.3.6 The Authority will permit a request for a Commodity Cost increase in the subsequent Quarter provided it is capped by a percentage equal to the Price Adjustment Tracker for the Commodity Product Case set out in the Benchmarking Report. A Commodity Cost shall be reduced in the subsequent Quarter in the event that the Price Adjustment Tracker provided during the then current Quarter shows a decrease in the price of the Comparison Product Case. Where the Contractor secures a percentage reduction in the Commodity Cost for the subsequent Quarter which is greater than the Price Adjustment Tracker decrease for the then current Quarter the Authority will require a change in the Commodity Cost in the subsequent Quarter reflecting the percentage decrease secured by the Contractor (as opposed to reflecting the lower percentage reduction of the Price Adjustment Tracker). Examples of this process are set out below in respect of a Benchmarking Review during August/September 2017:

Product Case: Cabbage, White, Whole, Netted 12.5kg	
Catalogue Commodity Cost during Quarter commencing beginning of August 2017.	£3.15
Contractor proposed new Commodity Cost for next Quarter commencing beginning of November 2017.	£3.30 (increase of 5%)
Price Adjustment Tracker – showing average movement of price for Comparison Product Case for relevant three month period prior to end October 2017.	Increase of 6%. Contractor proposal is lower percentage increase than the Price Adjustment Tracker so the Commodity Cost for next Quarter is £3.30.
Product Case: Meat, Pork, Diced 6 x 2.5kg	
Catalogue Commodity Cost during Quarter commencing beginning of August 2017.	£51.00
Contractor proposed new Commodity Cost for next Quarter commencing beginning of November 2017.	£55.59 (increase of 9%)
Price Adjustment Tracker – showing average movement of price for relevant three month period prior to end October 2017.	Increase of 7%. Contractor proposal is greater percentage increase than the Price Adjustment Tracker so the

	Commodity Cost for the next Quarter is £54.57
Product Case: Cheddar Cheese, Mild 10 x 1kg	
Catalogue Commodity Cost during Quarter commencing beginning of August 2017.	£22.00
Contractor proposed new Commodity Cost for next Quarter commencing beginning of November 2017.	£18.04 (reduction of 18%)
Price Adjustment Tracker – showing average movement of price for relevant three month period prior to end October 2017.	Decrease of 15%. Contractor proposal is greater percentage decrease than the Price Adjustment Tracker decrease so the Commodity Cost for next Quarter is £18.04
Product Case: Cabbage, White, Whole, Netted 12.5kg	
Catalogue Commodity Cost during Quarter commencing beginning of August 2017.	£3.15
Contractor proposed new Commodity Cost for next Quarter commencing beginning of November 2017.	£2.99 (decrease of 5%)
Price Adjustment Tracker – showing average movement of price for relevant three month period prior to end October 2017.	Decrease of 6%. Contractor proposal is lower percentage decrease than the Price Adjustment Tracker decrease so the Commodity Cost for next Quarter is £2.96.

- 3.3.7 The Benchmarking Company shall act as an expert in the determination of a Comparison Product Case and the determination of the Price Adjustment Tracker. As such, where the Benchmarking Company is acting as an expert its decision shall be final and binding on the Parties except in the case of manifest error on the Benchmarking Company's part. The Authority shall use reasonable endeavours to procure that the Benchmarking Company reaches such decisions promptly.
- 3.3.8 For the avoidance of doubt, the Authority shall still be entitled to require a reduction in the Commodity Cost for the subsequent Quarter in respect of information provided by the Benchmarking Company in accordance with this Appendix B (Independent Benchmarking) where no proposal for a price decrease has been submitted by the Contractor unless the Contractor can demonstrate to the reasonable satisfaction of both the Authority and the Benchmarking Company that it has used its best endeavours but been unable to secure lower prices for the relevant Products from both existing Suppliers and alternate sources.

PROTECT – COMMERCIAL

SCHEDULE I – COMMERCIALLY SENSITIVE INFORMATION

Type of Information	Duration of Sensitivity	Reasons for sensitivity
All pricing information submitted	24 months	Commercially sensitive
All costing information submitted	24 months	Commercially sensitive
All innovative ideas submitted as notified to the Authority	By discussion	Commercially sensitive
All intellectual property submitted as notified to the Authority	24 months	Commercially sensitive
All KPI packs submitted to the Authority	24 months	Advantageous to competitors and disadvantageous to Bidvest
Bidvest supplier details	24 months	Advantageous to competitors and disadvantageous to Bidvest
Names and addresses (including email addresses) of the individual Bidvest employees and officers involved in this account	24 months	Personal data. Advantageous to competitors and disadvantageous to Bidvest

SCHEDULE J: MONITORING AND MANAGEMENT INFORMATION

J1. Authority's Monitoring and Reporting Requirements

- J1.1. Without prejudice to any other requirement to provide data and information elsewhere in the Contract, the Contractor shall comply with the monitoring and reporting arrangements set out in this Schedule.
- J1.2. The Contractor is responsible for monitoring and reporting on the performance of the Contract against the requirements set out in the Contract, which includes the provision of such data and information as requested by the Authority and/or that the Contractor may be required to produce under the Contract.
- J1.3. The Contractor agrees to provide the Management Information specified in Appendix A and Appendix B, including in respect of the frequency, format and content of reports. The Contractor agrees that the Authority may require changes to the format of the Management Information from time to time.
- J1.4. The Contractor is responsible for collating and storing the information required to populate the reports specified in this Schedule.
- J1.5. The Contractor agrees that the administration of data and reports shall be consistently and robustly managed to ensure that data shall be accurate and verifiable and that any inaccuracies or inconsistencies in reporting and data shall be fully explained and promptly rectified.
- J1.6. The Contractor is required to have adequate processes and systems (including enabling ICT) in place to collate and provide the reports specified in Appendices A and B within the timeframes as set out. The Contractor shall inform the Authority thirty (30) days in advance of any changes to such processes and systems, where such change is likely to impact on the Contractor's ability to fulfil its obligations under this Schedule.
- J1.7. Where the changes referred to in paragraph J1.6 above provide an opportunity for the Contractor to improve the reporting of Management Information under this Schedule, the Contractor shall work with the Authority to ensure that such improvements are incorporated into the reporting of Management Information by the Contractor. Where appropriate, such improvements will be incorporated into this Schedule as changes agreed under the Change Control Procedure.

J2. Record Keeping

- J2.1. The Contractor shall maintain appropriate documents and records in relation to ordering, delivery, invoicing, payment and all other relevant aspects of the supply of Products under the Contract. Such documents and records shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such documents and records, provided that such

documents and records are treated as Contractor's Confidential Information by the Authority.

- J2.2. The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor in each period to which a Management Information report relates.
- J2.3. The Contractor shall, during the Contract Period and for a period of at least six (6) years following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate copies of the documents and records referred to in paragraph J2.1.
- J2.4. The Contractor shall ensure that copies of all reports required to be provided in accordance with this Schedule, any variations or amendments thereto and any other documents or records reasonably required by the Authority are available on request to the Authority on-line and are capable of being printed.

J3. General Instructions

- J3.1. The Contractor shall produce the reports specified in Appendix A and Appendix B in a format which is compatible with the Authority's systems (as directed by the Authority from time to time).
- J3.2. Unless otherwise specified by the Authority, each report shall be supplied to the Authority's named representative by the submission date specified for the report in question in Appendix B and shall be fully up-to-date with all events leading up to the end of the relevant review period.
- J3.3. Reporting requirements are split into three workstreams: Contracts and Commercial, Service Delivery and Commodity Appraisal reporting. Appendix A contains a summary of Management Information reports to be provided by the Contractor and the frequency with which each report must be provided. Appendix B sets out the detailed requirements for each Management Information report to be provided by the Contractor.

APPENDIX A – MONITORING AND MANAGEMENT INFORMATION SUMMARY TABLE

Workstream	Report Reference	Report Name	Frequency					
			Ad-hoc	Daily	Weekly	Monthly	Quarterly	Annual
Contract & Commercial	CC001	Pricing and Payment Report					x	
	CC002	Top 100 Food Basket	x					
	CC003	Price Hold Report				x		
	CC004	Sales Report				x		
	CC005	Monthly KPI Report				x		
	CC006	DEFRA Balanced Scorecard					x	
	CC007	Value for Money Report					x	
	CC008	Change Report				x		
	CC009	Contract Review						x
Service Delivery	SD001	Daily Order Compliance Report		x				
	SD002	Market Stewardship						x
	SD003	Health & Safety Report				x		
	SD004	Service Error Recovery Process				x		

	SD005	Services Error Recovery Process				x		
	SD006	Food Packing Services				x		
	SD007	Transport & Delivery Report				x		
	SD008	Asset Register Report						x
	SD009	Sustainability Report						x
Commodity Appraisal	CA001	Allergen Report				x		

APPENDIX B – MONITORING AND MANAGEMENT INFORMATION DETAILED REQUIREMENTS

Workstream	Report Reference	Report Name	Requirements	Details
Contract & Commercial	CC001	Pricing & Payment Reports	Description	<p>The Contractor is required to report to the Authority in accordance with the provisions of Schedule H – Pricing and Payment. Such reporting shall include:</p> <ul style="list-style-type: none"> the Relevant Index Report and the Contractor's proposals for changes to the Movement Rate Cost; and the Contractor's proposals for Commodity Cost adjustments (if any).
			Frequency	<p>The Relevant Index Report and the Contractor's proposals for changes to the Movement Rate Cost are required to be provided on an annual basis.</p> <p>If the Contractor submits proposals for Commodity Cost adjustments, such proposals must be submitted on a quarterly basis.</p>
			Submission date	<p>Both:</p> <ul style="list-style-type: none"> the Relevant Index Report and the Contractor's proposals for changes to the Movement Rate Cost; and the Contractor's proposals for Commodity Cost adjustments (if any), <p>shall be submitted in accordance with the timescales stated in Schedule H (Pricing and Payment).</p>
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	<p>The content of:</p> <ul style="list-style-type: none"> the Relevant Index Report and the Contractor's proposals for changes to the Movement Rate Cost; and the Contractor's proposals for Commodity Cost adjustments (if any), <p>shall be as described in Schedule H (Pricing and Payment).</p>

Contract & Commercial	CC002	Top 100 Food Basket	Description	The Contractor is required to provide a report detailing the Unit Price for a pre-determined list of Products known as the 'Top 100' which is made up of a list of high spend value Products measured under the Authority's contracts with private prison operators. The Contractor is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.
			Frequency	As requested by the Authority and unlikely to be more than twice per annum
			Submission date	Ten (10) Working Days following the end of the previous review period
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	a) Unit Price per Product as listed on the 'Top 100' Product list which details the cost per Unit of Measure valid during the review period; and b) Annual sales report for each private prison, which details all the information specified in the Sales Report (CC004 below) as a minimum.

Contract & Commercial	CC003	Price Hold Report	Description	The Contractor shall provide a report detailing a list of invoices being withheld from payment after the agreed payment term, due to price discrepancies or another valid reason resulting in a delay in payment. The Contractor is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.
			Frequency	Monthly in arrears
			Submission date	Ten (10) Working Days following the end of the review period.
			Format	Power Point and Excel
			Reporting fields	a) Invoice numbers; b) Total value per invoice; c) Relevant purchase order number; d) Ordering Site details; e) Supporting information where required to include the following: Product information - Product code, description, quantity ordered,

				Unit Price per Product Case and total cost per Product; f) Reason for the hold; and g) Proposed method of rectification
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Contract & Commercial	CC004	Sales Report	Description	The Contractor shall provide a list of all sales of Products, consolidated where requested, under the Contract. The Contractor is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.
			Frequency	Monthly
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Power Point and Excel format
			Reporting fields	a) Product code; b) Product description; c) Case size per Product; d) Total volume of Products supplied; e) Product Case price breakdown – Commodity Cost, Movement Rate, VAT and total cost per Product Case; f) Total sales [Total cost per Product Case x volume]; g) Spend per Site [per account / Product]; h) Spend per Product; i) Spend by prisoner per day - total food spend divided by total prisoners, monitored top level and broken down by Site; j) Volume and spend by Supplier type; k) Volume and spend by country of origin; l) Identification of trends and proposed areas of improvement; m) Number of Orders placed per Site; a) Number of invoices issued per Site; b) Number of Alternative Products and Substitute Products; provided; and n) Number of Product Recalls

Contract & Commercial	CC005	Monthly KPI Report	Description	The Contractor is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format
			Frequency	Monthly
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	<ul style="list-style-type: none"> a) Information in respect of the review period just ended b) For each Key Performance Indicator (KPI) , the actual performance achieved over the review period, and that achieved over the previous 3 review periods; c) a summary of all KPI failures that occurred during the review period; d) the severity level of each KPI failure which occurred during the review period; e) the cause of all KPI failures and the action being taken to reduce the likelihood of recurrence; f) the status of any outstanding Rectification Plan processes, including: <ul style="list-style-type: none"> (i) whether or not a Rectification Plan has been agreed; and (ii) where a Rectification Plan has been agreed, a summary of the Contractor's progress in implementing that Rectification Plan; g) for any repeat KPI failures, actions taken to resolve the underlying cause and prevent recurrence; h) the number of Performance Credits to be applied in respect of each KPI Failure; i) a rolling total of the number of Performance Failures that have occurred over the past four review periods; j) the amount of Performance Credits that have been incurred by the Contractor over the past four review periods; k) any planned service downtime for maintenance of and updates to the Online Operating System that has been scheduled during the next Quarter; and l) such other details as the Authority may reasonably require from

				time to time.
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Contract & Commercial	CC006	DEFRA Balanced Scorecard	Description	The Contractor is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.
			Frequency	Quarterly (Feb / May / Aug / Sept)
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	<ul style="list-style-type: none"> a) Animal Welfare - % of total monetary value of animal derived foods supplied from farm assured sources; b) Environment - % of total monetary value of food and drink that has been inspected and certified to publicly available integrated production or organic standards; c) Food Safety and Hygiene - % by value of produce assured through food safety schemes; d) Authenticity and traceability - % by value of produce procured from chain-of-custody systems; e) Fair and Ethical Trade - Report on developments to improving labour conditions and other ethical aspects of the Contractor's direct and indirect supply chain; f) Equality and Diversity - Report on workforce composition metrics; g) Equality and diversity - Report on progress in your organisation's processes for ensuring fair and transparent competition in your supply chain as per the relevant factors stated in 4.3 of the DEFRA Balanced scorecard; h) Local and cultural engagement - Report section to cover how your organisation encourages people to understand the value the food you supply including aspects of its production and its local &

				cultural context; i) Employment and Skills - Report on how your organisation is creating opportunities throughout this contract for the development of food related skills and opportunities for employment; and j) Supply production – countries (regions if within the UK) of produce origin, which is not the location of the supplier however where the produce originates.
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Contract & Commercial	CC007	Value for Money Report	Description	The Contractor is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.
			Frequency	Quarterly (Mar / June / Sept / Dec)
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	a) Identification of demand trends and alternative suggestions made to improve value for money; and b) Identification of market trends/initiatives and potential application to the Contract.

Contract & Commercial	CC008	Change Report	Description	Summary of Contract Changes
			Frequency	Monthly
			Submission date	Five (5) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Power Point; Word and Excel are acceptable
			Reporting fields	a) Change reference number; b) Date raised; c) Change owner; d) Change title; e) Change description on brief; f) Current status; g) Action owner; h) Completion date;

				i) Table setting out total number of Changes within each stage of the Change Process; j) Report on associated Risks, Issues, Assumptions and Dependencies; k) Cost estimate of Change; and l) Report on mitigating actions to resolve / process Change Request
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Contract & Commercial	CC009	Contract Review	Description	Compliance Reports
			Frequency	Annual
			Submission date	Provided two (2) months prior to the end of the Contract Year
			Format	Microsoft Word supported with MS Excel where relevant
			Reporting fields	Details of compliance with: 1) Government Buying Standards; 2) Sustainability Plan; 3) Food & Wellbeing Report; 4) Health Certificates; 5) Global Reporting Initiative - Carbon Emissions; 6) Carbon Trust Standard; 7) Greening Government Commitments; and 8) Social Value Act 2012

Service Delivery	SD001	Daily Order Compliance Report	Description	The Contractor is required to issue a Daily Report informing the Authority of the total number of expected number of Orders versus the actual number of Orders received against the Delivery Schedule. The report shall include mitigating actions undertaken to retrieve / confirm the Order requirement and report on future and past Order requirements and shall capture the expected volume or value of Orders, such that a minor Order that is received is not mistaken for a main Order that is expected.
			Frequency	Daily by 10am
			Submission date	Each Working Day
			Format	Excel

			Reporting fields	a) Site name; b) Account code; c) Confirmation of Order [Yes / No]; d) Confirmation of call placed to Site; e) Contact name at Site; f) Time of call; g) Reason for the delay; h) Agreed mitigation; i) Status [Open / Closed]; j) Commentary where required; and k) Performance table – Expected vs Actual
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Service Delivery	SD002	Market Stewardship Compliance Report	Description	The Contractor shall report on performance in meeting its obligations in the Market Stewardship Principles as set out in Appendix I to Schedule G.
			Frequency	Annual
			Submission date	To be provided two (2) months prior to the end of the Contract Year
			Format	Microsoft Power Point and Word are acceptable
			Reporting fields	Risk management reporting a) Meaningful work allocation; b) Record of issues and mitigating actions with detailed recorded determining date of the issue, issue description, Supplier name, point of contact, mitigating actions and current status; c) Systems for allocation of work to Suppliers; d) Volume fluctuations; e) Payment terms; f) Minimum contract term; and g) Spot buy arrangements Supply chain reporting a) Engagement audit records; b) Support declaration; c) Record of meetings;and d) Practitioner forum

				Supply chain visibility a) Payment terms; and b) Sourcing, selection and refresh processes and procedures Reward and Recognition a) Report detailing its recognition of good performance and good practice within its supply chain.
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Service Delivery	SD003	Health & Safety Report	Description	Report on health and safety incidents
			Frequency	Monthly
			Submission date	Ten (10) Working Days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Power Point; Word and Excel are acceptable
			Reporting fields	a) compliance with Contractor H&S policy b) compliance with Site H&S policy c) number of incidents of non compliance d) severity of the incident e) incidents where further action is required f) issues closed off in the appropriate timeframe

Service Delivery	SD004	Service Error Recovery Process	Description	The Contractor shall produce a monthly report setting out the Contractor's performance against the Service Error Recovery Process.
			Frequency	Monthly
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	a) Number of instances in which Service Errors were notified to the Contractor by the Authority; b) Type of Service Error notified in each case; c) Seriousness of Service Error notified in each case; d) Remedial action taken in relation to each Service Error, including time for collection and/or redelivery of Products, as appropriate;

				and e) Details of any unresolved Service Errors
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Service Delivery	SD005	Customer Services Log	Description	The Contractor shall produce a monthly report which includes a record of all contact with Customer Services and the detail of the matters impacting on the performance of the Contract.
			Frequency	Monthly
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	a) Number of contacts; b) Contact by type, segregating (i) complaints and (ii) queries and other contacts; c) Trend analysis; d) Resolution; and e) Time for resolution open to close

Service Delivery	SD006	Food Packing Services	Description	The Contractor should provide a list of all inbound and outbound activity under the Contract. The Contractor is required to prepare a presentation detailing performance during the previous review period and to provide the supporting information as required in the agreed format.
			Frequency	Monthly
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Power Point; Word and Excel
			Reporting fields	a) Number of deliveries made; b) Volume of Products delivered to Packing Stations; c) Number of collections made; d) Number of Packs collected; e) Number of Packs in the Contractor's depots; f) Number of deliveries made; g) Number of deliveries missed;

				h) Number of Packs reported as lost / missing; i) Reason for loss; j) Potential cost of losses (this should reflect Authority's loss pricing not contractors pricing); k) Mitigation to recover losses; l) Sub-contractor delivery performance of the components; and m) Week stock held and any impact of under or over stocking
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Service Delivery	SD007	Transport and Delivery Report	Description	The Contractor shall provide a report on delivery drivers and suitability of drivers/vehicles used. The Contractor is required to prepare a presentation detailing performance during the relevant review period and to provide the supporting information as required in the agreed format.
			Frequency	Every six (6) months
			Submission date	Ten (10) days following the end of the previous review period and including information relevant to the previous period.
			Format	Microsoft Power Point; Word and Excel
			Reporting fields	a) Total number of Delivery Drivers; b) Total number of Agency Drivers engaged during the reporting period; c) Details of Delivery Drivers and Agency Drivers vetted during the reporting period; d) Details of Delivery Drivers and Agency Drivers trained during the reporting period; e) Vehicles used not on the Fleet Register; f) Suitability of the above; and g) Updated list of drivers/relief drivers for establishments

Service Delivery	SD008	Asset Register Report	Description	The Contractor shall provide a report on the vehicles to be used for carrying out deliveries (including sub-contractors' vehicles)
			Frequency	Annual
			Submission date	Ten (10) days prior to the annual contract review
			Format	Microsoft Power Point; Word and Excel

			Reporting fields	a) List of vehicles to be used; b) Size and configuration; c) Location of the vehicle; d) Site the vehicle will be used for, including a contingency vehicle; e) Any special requirements for Sites identified by the Contractor during Site visits; f) Where bespoke vehicles are identified, the contingency for that vehicle being unavailable; g) Provision of required configuration (tail lift, pallet truck); and h) Specialist equipment i.e. traffic cameras, geofencing and telematics systems
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Service Delivery	SD009	Sustainability Plan	Description	The Contractor shall produce an update to the Sustainability Plan as agreed between the Parties following the formal review of the plan in accordance with paragraph G15.4 of the Specification.
			Frequency	Annually
			Submission date	Two (2) months prior to the end of the Contract Year
			Format	Microsoft Project; Power Point; Word and Excel
			Reporting fields	The Parties shall review the Sustainability Plan and agree the amendments needed to the plan, following which the Contractor shall deliver the Sustainability Plan in updated form.

Commodity Appraisal	CA001	Allergen Report	Description	A tabular list detailing the ingredients for each Product and an indication of whether it contains allergens of any kind
			Frequency	Monthly
			Submission date	Within five (5) working days following the monthly refresh of Catalogue Products.
			Format	Microsoft Excel
			Reporting fields	The report shall detail each Product's ingredients and confirm whether each Product contains any of the following (and products thereof) and their eligibility for various diets: a) Celery / Celeriac; b) Cereals containing Gluten;

				c) Crustacean; d) Eggs; e) Fish; f) Lupin; g) Milk; h) Molluscs; i) Mustard; j) Peanuts; k) Sesame Seeds; l) Soya bean; m) Sulphur Dioxide & Sulphites in Concentrations > 10mg/kg(10mg/L); n) Tree Nuts; o) Approved for a Halal Diet; p) Approved for Kosher Diet; q) Suitable for a Vegan Diet; r) Suitable for a Vegetarian Diet; s) Product Gluten Status (Gluten Statement); and t) Prisoner / non prisoner
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SCHEDULE K: TRAINING AND APPRENTICESHIPS

- K1. The Contractor shall take all reasonable steps to employ Apprentices, and report to the Authority the number of Apprentices it employs and wider skills training provided, during the delivery of this Contract.
- K2. The Contractor shall take all reasonable steps to ensure that at least 5 of its full-time employees (or those carrying out an equivalent number of hours as 5 full-time employees) working in delivering the Contract, (which may include support staff and sub contractors) are an Apprentice.
- K3. The Contractor is required to make available to its employees working on the Contract, information about the Government's Apprenticeship programme available at www.apprenticeships.org.uk, and wider skills opportunities provided by local authorities.
- K4. The Contractor shall provide any appropriate further skills and training opportunities for its employees delivering the Contract.
- K5. The Contractor shall provide a written report detailing the following in the Annual Contract Review Report (CC009), and where applicable Quarterly DEFRA Balanced Scorecard (CC006) Schedule J, and be prepared to discuss Apprentices at contract management meetings:
 - K5.1. The number of people during the reporting period employed by the Contractor in delivering the Contract, including its support staff and subcontractors;
 - K5.2. The number of Apprentices and number of new Apprentices employed as a result of the procurement process;
 - K5.3. The percentage of all employees which are Apprentices;
 - K5.4. Why, if applicable, the Contractor has not achieved the specified percentage target of Apprentices;
 - K5.5. Any actions being taken by the Contractor to increase the number of Apprentices ;
and
 - K5.6. Any other training and skills development being undertaken by its employees in relation to the Contract, including:

- work experience placements for 14 to 16 year olds;
- work experience and work trial placements for other ages;
- student sandwich and gap year placements;
- graduate placements;
- vocational training;
- skills training; and
- on-site training provision and facilities.

SCHEDULE L: CONFIDENTIAL CONTRACT INFORMATION EXCEPTIONS

L1. Pursuant to clause 20.1, the Authority declares that the following categories of contract information are exceptions to the contract information to be published and the information falling within these categories is to be considered Confidential Information:

- (a) Appendix D (Site Details Delivery Points, Delivery Schedule and Percentage of spend per Site) to Schedule G (Specification).
- (b) Names and addresses (including email addresses) of the individual Authority employees as set out in this contract.

(b) the following:

Type of Information	Duration of Confidentiality	Reasons for Confidentiality
All pricing information submitted as set out in Schedule H Appendix A	24 months	Commercially sensitive
All costing information submitted as set out in Schedule H Appendix A	24 months	Commercially sensitive
Bidvest supplier details as set out in Schedule H Appendix A	24 months	Advantageous to competitors and disadvantageous to Bidvest
Names and addresses (including email addresses) of the individual Bidvest employees and officers involved in this account as set out in Schedule S	24 months	Personal data. Advantageous to competitors and disadvantageous to Bidvest

SCHEDULE N: CHANGE CONTROL PROCEDURE

N1. DEFINED TERMS

Capitalised terms in this Schedule shall have the meaning set out in Schedule A (Definitions).

N2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

N2.1 This Schedule sets out the procedure for dealing with Contract Changes.

N2.2 The Parties shall deal with Contract Changes as follows:

- (a) unless expressly stated otherwise in the Contract, either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph N4;
- (b) unless this Contract otherwise requires, the Contractor shall assess and document the potential impact of a proposed Contract Change in accordance with paragraph N5 before the Contract Change can be either approved or implemented;
- (c) the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph N6;
- (d) the Contractor shall have the right to reject a Change Request solely in the manner set out in paragraph N7;
- (e) save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Contractor until a Change Note has been signed and issued by the Authority in accordance with paragraph N6.2;
- (f) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with paragraph N8; and
- (g) changes to Controlled Documents shall be made in accordance with paragraph N9.

N2.3 To the extent that any Contract Change requires testing and/or a plan for implementation, then the Parties shall agree the procedure for such testing and/or implementation, and, where appropriate, the Change Note relating to such a Contract Change shall specify milestones and milestone date(s) in respect of such Contract Change for the purposes of such procedures.

N2.4 Until a Change Note has been signed and issued by the Authority in accordance with paragraph N6.2, then:

- (a) unless the Authority expressly agrees (or requires) otherwise in writing, the Contractor shall continue to supply the Products and Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
- (b) any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with any proposed Contract Change shall be without prejudice to each Party's other rights under this Contract.

N3. COSTS

- N3.1 Subject to paragraph N3.3:
- (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
 - (b) the costs incurred by the Contractor in undertaking each Impact Assessment shall be borne by the Contractor.
- N3.2 The cost impact of any Contract Change shall be calculated and implemented by way of an adjustment to the Movement Rate Cost in accordance with the principles and approach set out in Schedule H (Pricing and Payment). The Contractor shall be entitled to make an increase in the Movement Rate Cost only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Contract Price resulting from a Contract Change (whether the change will cause an increase or a decrease in such charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Products and Services as amended by the Contract Change.
- N3.3 In the event that the preparation of an Impact Assessment for a Change Request made by the Authority requires the Contractor to employ additional resources not already in use in the performance of the Contract or its normal business operations, the Contractor shall make the Authority aware of, and shall account for, any costs associated with the employment of such additional resources in advance of undertaking the Impact Assessment and the Authority shall, acting reasonably, consider bearing a proportion of such costs.
- N3.4 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Contractor shall be paid for by the Contractor.

N4. CHANGE REQUEST

- N4.1 Unless expressly stated otherwise in the Contract, either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 and state whether the Issuing Party considers the proposed Contract Change to be a Fast-track Change.
- N4.2 If the Contractor issues the Change Request, then it shall also provide an Impact Assessment to the Authority on the date of issuing the Change Request.
- N4.3 If the Authority issues the Change Request, then the Contractor shall provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of receiving the Change Request.
- N4.4 If the Contractor requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Contractor to fully understand:
- (a) the nature of the request for clarification; and
 - (b) the reasonable justification for the request,
- the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

N5. IMPACT ASSESSMENT

- N5.1 Each Impact Assessment shall be completed in good faith and shall include:
- (a) details of the proposed Contract Change including the reason for the Contract Change;
 - (b) details of the impact of the proposed Contract Change on the delivery of Products and Services and the Contractor's ability to meet its obligations under this Contract;
 - (c) any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
 - (i) the Specification;
 - (ii) the Key Performance Indicators and/or related Performance Thresholds;
 - (iii) the Mobilisation Plan and any other timetable previously agreed by the Parties; and
 - (iv) other services provided by third party contractors to the Authority;
 - (d) details of the cost of implementing the proposed Contract Change;
 - (e) details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Contract Price, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - (f) a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - (g) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
 - (h) such other information as the Authority may reasonably request in (or in response to) the Change Request.
- N5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to clause 18 (Protection of Personal Data).
- N5.3 Subject to the provisions of paragraph N5.4, the Authority shall review the Impact Assessment and respond to the Contractor in accordance with paragraph N6 within 15 Working Days of receiving the Impact Assessment.
- N5.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, or that the Change Request needs to be modified to correct any errors or omissions, then within 5 Working Days of receiving the Impact Assessment, it shall notify the Contractor of this fact and detail the further information that it requires. The Contractor shall then re-issue the relevant Change Request and/or Impact Assessment to the Authority within 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this paragraph N5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- N5.5 The calculation of costs for the purposes of paragraphs N5.1(d) and N5.1(e) shall:

- (a) be based on the charging principles and approach set out in Schedule H (Pricing and Payment);
- (b) include full disclosure of any assumptions underlying such Impact Assessment;
- (c) include evidence of the cost of any assets required for the Contract Change; and
- (d) include details of any new Suppliers which need to be engaged to accomplish the Contract Change.

N6. AUTHORITY'S RIGHT OF APPROVAL

N6.1 Within 15 Working Days of receiving the Impact Assessment and any further information that it may request pursuant to paragraph N5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- (a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph N6.2; or
- (b) in its absolute discretion reject the Contract Change, in which case it shall notify the Contractor of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Contractor to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Contractor as soon as is reasonably practicable following such rejection.

N6.2 If the Authority approves the proposed Contract Change pursuant to paragraph N6.1 and it has not been rejected by the Contractor in accordance with paragraph N7, then it shall inform the Contractor and the Contractor shall prepare two copies of a Change Note which it shall sign and deliver to the Authority for its signature. The Contractor shall make any modifications to the Change Note which the Authority reasonably requests in order to correct errors or omissions. Following receipt by the Authority of the agreed form of Change Note, the Authority shall sign both copies and return one copy to the Contractor. On the Authority's signature the Change Note shall constitute (or, where the Authority has agreed to or required the implementation of a Contract Change prior to signature of a Change Note, shall constitute confirmation of) a binding variation to this Contract.

N6.3 If the Authority does not sign the Change Note within 10 Working Days of receipt, then the Contractor shall have the right to notify the Authority and if the Authority does not sign the Change Note within 5 Working Days of such notification, then the Contractor may follow the steps set out under clause 51 (Dispute Resolution).

N7. CONTRACTOR'S RIGHT OF APPROVAL

N7.1 Following an Impact Assessment, if:

- (a) the Contractor reasonably believes that any proposed Contract Change which is requested by the Authority would:
 - (i) materially and adversely affect the health and safety of any person; and/or
 - (ii) require the Products to be provided and/or the Services to be performed in a way that infringes any Law,

then the Contractor shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to paragraph N4.2 or N4.3.

N7.2 The Contractor shall, where possible, state in the Impact Assessment whether it intends to reject the relevant proposed Contract Change on the grounds set out in paragraph N7.1.

N8. FAST-TRACK CHANGES

N8.1 The Parties agree that the procedure set out in paragraphs N4 to N7 shall be the primary means by which Contract Changes are made. However, the Parties acknowledge that to ensure operational efficiency there may be exceptional circumstances in which it is desirable to expedite the processes set out therein.

N8.2 If:

- (a) the Parties agree that a proposed Contract Change will not have any impact on the Contract Price; and
- (b) the Parties have confirmed to each other in writing that they agree to follow the Fast-track Change procedure in relation to the Contract Change in question,

then the Parties shall follow the process set out in paragraphs N4 to N7 but with reduced timescales, such that any period of 15 Working Days is reduced to 10 Working Days, any period of 10 Working Days is reduced to 5 Working Days and any period of 5 Working Days is reduced to 3 Working Days.

N8.3 The Parties may agree in writing to revise the parameters set out in paragraph ~~N8.1~~N8.2 from time to time.

N9. DOCUMENT CHANGE CONTROL PROCEDURE

N9.1 As at the Commencement Date, version 1.0 of the CD Register and the Delivery Schedule (as listed in version 1.0 of the CD Register at Annex 3 (CD Register)) are agreed between the Parties.

N9.2 The Parties agree that the Mobilisation Plan and the BCDR Plan shall be agreed in advance of the Supply Commencement Date and that version 1.0 of each of these plans shall be the version in existence at the Supply Commencement Date.

N9.3 This paragraph N9 (Document Change Control Procedure) sets out the process for incorporating changes to Controlled Documents (the **"Document Change Control Procedure"**).

N9.4 Changes to Controlled Documents themselves shall only be effective when signed by the authorised representative of each Party listed in the relevant Controlled Document or otherwise agreed and unless and until so approved and given an appropriate version number, shall constitute draft documents only.

N9.5 Changes to Controlled Documents shall be recorded by issuing a new version of the relevant Controlled Document, signed by the authorised representative referred to in paragraph N9.4, to all appropriate Personnel of both Parties.

N9.6 Upon:

- (a) a new version of a Controlled Document being agreed and the version number being incremented and executed;
- (b) a new Controlled Document being agreed; and/or
- (c) the Parties agreeing that an existing Controlled Document should no longer be classified as a Controlled Document,

the information in the CD Register shall be updated accordingly.

N9.7 Any change to a Controlled Document under this paragraph N9 (Document Change Control Procedure) may be implemented under this paragraph N9 (Document Change Control Procedure) without following the procedure for making Contract Changes set out in paragraphs N4 to N7 provided they do not:

- (a) have an adverse impact on the Authority;
- (b) require a Contract Change (excluding a change to a Controlled Document);
- (c) have an adverse impact on the delivery of Products; or
- (d) involve the Authority paying any additional charges or other costs,

unless otherwise agreed by the Authority.

N9.8 Changes to the Delivery Schedule which involve the addition or removal of Sites shall not be subject to the Document Change Control Procedure and, if required, shall be made in accordance with the procedure for making Contract Changes set out in paragraphs N4 to N7.

N10. COMMUNICATIONS

For any Change Communication to be valid under this Schedule, it must be sent to either Party in accordance with the provisions of clause 6 (Notices).

ANNEX 1 - CHANGE REQUEST FORM

CR NO.:	CHANGE TITLE:	TYPE OF CHANGE:
CONTRACT TITLE:		REQUIRED BY DATE:
SUMMARY OF CHANGE:	NAME:	ISSUE DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
CONTRACTOR REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER NAMED ABOVE:		
DATE OF REQUEST:		

ANNEX 2 – CHANGE NOTE

CR NO.:		CN NO.:	
TITLE:		DATE RAISED:	
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:	
DETAILED DESCRIPTION OF CONTRACT CHANGE AND WORDING OF RELATED CHANGES TO THE CONTRACT:			
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE (INCLUDING ESTIMATE FOR REMAINING DURATION OF CONTRACT):			
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):			
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE CONTRACTOR:	
Signature: _____		Signature: _____	
Name: _____		Name: _____	
Position: _____		Position: _____	
Date: _____		Date: _____	

ANNEX 3 – CD REGISTER

The following is a list of the Controlled Documents.

Document Title	Document Version	Document Date
CD Register	V 1.0	Commencement Date
Delivery Schedule	V 1.0	Commencement Date
Mobilisation Plan	V 1.0	Supply Commencement Date
BCDR Plan	V 1.0	Supply Commencement Date
Service Error Recovery Process (SERP) Plan	V 1.0	Commencement Date
Customer Complaints Procedure	V 1.0	Commencement Date

SCHEDULE O: GOVERNANCE

O1. INTRODUCTION AND PURPOSE

- O1.1 This Schedule describes the approach to governance arrangements to be adopted by the Parties in meeting the requirements of the Contract.
- O1.2 The governance approach includes:
- how the Parties will manage the relationship between them;
 - the specific governing structures under which the Parties will operate; and
 - the principles by which the relationship, communication and all other aspects of this Contract will be managed.
- O1.3 The governance arrangements set out in this Schedule are intended to provide sufficient flexibility to ensure that the relationship between the Parties can be updated, revised and maintained throughout the Contract Period.

O2. GOVERNANCE GROUPS

- O2.1 The governance of the relationship between the Parties and the performance of their obligations under the terms of this Contract shall be effected through the governance groups as set out below in Appendix A – Phase 1 Mobilisation Governance and Appendix B – Phase 2 Operational Contract Management.
- O2.2 There are two phases relevant to the governance of the Contract. These are:
- Phase 1 - Mobilisation, which applies to governance during the Mobilisation Phase; and
 - Phase 2 - Operational Contract Management, which applies to 'steady state' governance following the Supply Commencement Date.
- O2.3 For the avoidance of doubt, the Authority shall not be prevented from making decisions or reaching agreement by processes and means provided for elsewhere in the Contract, as a result of the governance arrangements set out in this Schedule.
- O2.4 The Parties agree that implementation of the governance structures and processes set out in this Schedule (and any changes to these governance structure(s) agreed between the Parties) will not result in any increase in the charges payable under the Contract.
- O2.5 Prior to the Supply Commencement Date, the Authority Programme Board and the Mobilisation Project Board shall agree the timing and scope of the handover of responsibilities from the Governance Bodies operational during the Mobilisation Phase to the Governance Bodies operational during the Operational Contract Management phase.

O3. GOVERNANCE PRINCIPLES

- O3.1 In the event that either Party wishes to replace any of its appointed member(s) of any Governance Body, that Party shall notify the other Party in writing of the proposed change for agreement by the other Party, such agreement not be unreasonably withheld or delayed.
- O3.2 Each Party shall ensure that its appointed members shall make all reasonable efforts to attend meetings of the relevant Governance Body at which that appointed member's attendance is required. If any appointed member is not able to attend a meeting of a relevant Governance Body, that person shall ensure that:
- a delegate attends the relevant Governance Body meeting in his/her place who (wherever possible) is sufficiently briefed and prepared; and
 - that he/she is debriefed by such delegate after the meeting.
- O3.3 A chairperson and vice chairperson shall be appointed by the Authority for each Governance Body, as specified in Appendices A and B to this Schedule.
- O3.4 The chairperson and the vice chairperson shall be responsible for:
- scheduling meetings of the relevant Governance Body;
 - setting the agenda for meetings of the relevant Governance Body and circulating to all attendees in advance of such meeting;
 - chairing meetings of the relevant Governance Body;
 - monitoring the progress of any follow up tasks and activities agreed to be carried out following meetings of the relevant Governance Body;
 - ensuring that minutes for meetings of the relevant Governance Body are recorded and disseminated electronically to the appropriate persons and to all meeting participants within five (5) Working Days after such meeting, or prior to the next meeting, whichever comes first; and
 - facilitating the process or procedure by which any decision agreed at any meeting of the relevant Governance Body is given effect in the appropriate manner.
- O3.5 The Parties shall ensure, as far as reasonably practicable, that all Governance Bodies shall resolve the issues and achieve the objectives placed before them. Each Party shall ensure that members of Governance Bodies are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- O3.6 To the extent that decisions reached by each Governance Body are within the remit of such body and are properly taken in accordance with this Schedule, such decisions shall be binding on the Parties. To the extent that a decision taken by any Governance Body requires a Change to be made to the Contract, such Change shall be dealt with in accordance with the Change Control Procedure.
- O3.7 Each Party shall pay its own costs and expenses in relation to attendance at meetings of Governance Bodies, save that the Parties shall be responsible for providing accommodation for the meetings as set out in Appendices A and B.

O4. ESCALATION PROCEDURE

- O4.1 The Parties agree that Governance Bodies should in all cases aim to reach decisions by consensus. Subject to paragraph O4.2, where, following the reasonable efforts of both Parties, no consensus can be reached on a particular matter being discussed, the relevant Governance Body may escalate the matter for resolution by the Authority Programme Board (or, if during the Mobilisation Phase, the Mobilisation Project Board).
- O4.2 Where the Parties fail to reach consensus on a particular matter following consideration by the Authority Programme Board (or, if during the Mobilisation Phase, the Mobilisation Project Board), either Party may provide notification to the other in accordance with Clause 51.1.

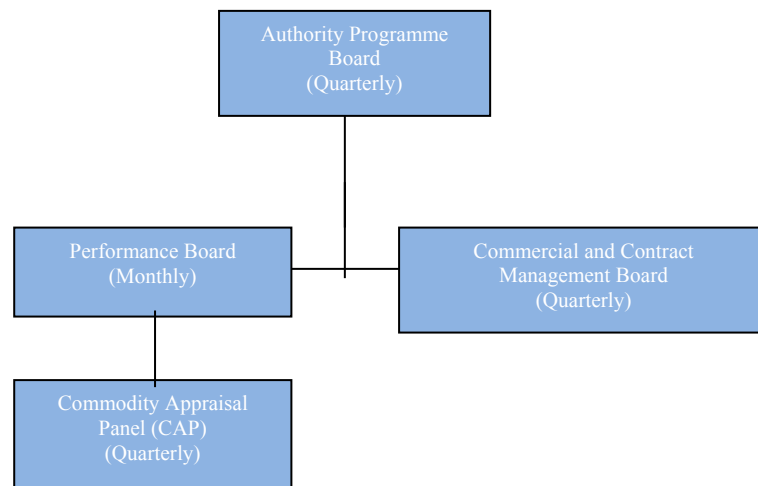
Appendix A – Mobilisation Governance

During the Mobilisation Phase, the Parties shall comply with the governance arrangements set out in paragraph S6 of Schedule S (Mobilisation).

Appendix B – Operational Contract Management

Overview of Governance Bodies during the Operational Contract Management Phase

The diagram below shows the Governance Bodies which will operate after the Supply Commencement Date and which will comprise the Authority Programme Board, the Commercial and Contract Management Board, the Performance Board and the Commodity Appraisal Panel (CAP).



AUTHORITY PROGRAMME BOARD

Accountability and Responsibility

The Authority Programme Board will review and oversee the overall implementation of the Contract following the Supply Commencement Date. The Authority Programme Board will take decisions on the appropriate resolution of issues before it, including those escalated from the Commercial and Contract Management Board and the Performance Board.

Where required, the Monitoring and Management Information as set out in Schedule J will be provided in accordance with the provisions as set out therein by the responsible Party.

Purpose and Remit post Supply Commencement Date

- To take responsibility for the strategic overview of the contractual relationship between the Authority and the Contractor, including assessing the general performance of the Contract;
- To ensure that the Contract is operated throughout the Contract Period in a manner which optimises the value for money and operational benefit derived by the Authority while recognising the Contractor's imperative to derive a commercial benefit from the Contract;
- To define the delegated authority of the Contract and Commercial Management Board and Performance Board;
- To consider, assess and provide recommendations in relation to any Change Requests escalated to it by the Contract and Commercial Management Board or Performance Board;
- To ensure appropriate action plans are instigated to address delivery and performance issues;
- To instigate and approve utilisation of appropriate resources, identify key issues, remedial action groups and other task based activities to address any escalated contractual issues requiring attention;
- To note and provide strategic direction and take decisions in relation to policies around the future strategic direction of Authority in relation to the Products and Services; and
- To consider any recommendations made by Governance Bodies which may impact the end to end delivery model.

Governance

- The Authority Programme Board will meet quarterly following the Supply Commencement Date;
- Papers for the meetings will be circulated one week in advance by the chairperson (or, if unavailable, the vice chairperson);
- Meetings will be considered quorate when a minimum of (1) one representative from each Party is in attendance;
- The meetings will take place at a location provided by the Authority, with audio conferencing and web collaboration set up when required; and
- Working groups may be set up to enable specific issues to be resolved and brought to the Authority Programme Board for decision making/implementation.

Membership

Representation	Role & Responsibility
Authority's Representatives	Senior Responsible Officer (Chairperson) Deputy Director Contracts and Commercial Directorate (Vice Chairperson) Senior Commercial and Contract Manager Legal Representation (if required) Finance Lead Information Technology Lead Head of Catering
Contractor's Representatives	Client Director Group Sales and Marketing Director Director of Marketing and Corporate Sales Legal Representation (if required) Finance Representation (if required)

COMMERCIAL AND CONTRACT MANAGEMENT BOARD

Accountability and Responsibility

The Commercial and Contract Management Board shall report to the Authority Programme Board. It shall monitor the performance of the Contract against the requirements set out in this Contract, including those within Schedule G – Specification and the Key Performance Indicators, in respect of cost and commercial issues. The Commercial and Contract Management Board will identify gaps and issues relating to current performance against agreed measures and recommend appropriate solutions for resolution.

Where required, the Monitoring and Management Information as set out in Schedule J will be provided in accordance with the provisions as set out therein by the responsible Party.

Purpose and Remit

The purpose and remit of the Commercial and Contract Management Board is as follows:

- To ensure and agree that the commercial proposition aligns with the Contract deliverables and current requirements at that time.
- To review any price adjustments and any areas for potential commercial improvements (e.g. innovative ideas and Product Range adjustments etc);
- To monitor and review relevant reporting information as provided to measure Contract performance as set out in Schedule J – Monitoring and Management Information;
- To monitor performance of the Contract ensuring that all requirements relevant to Commercial and Contract Management performance of the Contract are reviewed on a monthly basis;
- To ensure and agree that the commercial and contract requirements between the Authority and the Contractor are clearly understood and managed appropriately;
- To review the commercial aspects of all Change Requests issued in accordance with Schedule N and specifically consider whether the proposed Change:
 - has an impact on other areas or aspects of the Contract and / or documentation;
 - has an impact on the ability of the Authority to meet its agreed business needs;
 - will raise any risks or issues;
 - will provide value for money in consideration of any changes to the Pricing and Payment Schedule, Key Performance Indicators and any other areas of the Contract which may be affected;
 - is supported by an Impact Assessment prepared in accordance with Schedule N;

although review of Change Requests will not be limited to the Commercial and Contract Management Board meeting and may be facilitated outside the formal Board meeting;

- In respect of any such Change Requests, to provide recommendations and seek guidance from the Authority Programme Board as required;
- To identify specific performance issues and risks and ensure appropriate action plans are instigated to address gaps in performance;

- To continually review the performance of the Contract and make recommendations relating to changes in activity which may result in Changes; and
- To escalate any issues that cannot be resolved to the Authority Programme Board as necessary.

Governance

- The Commercial and Contract Management Board will meet quarterly following the Supply Commencement Date;
- Papers for the meetings will be circulated five (5) Working Days in advance by the chairperson (or, if unavailable, the vice chairperson);
- Meetings will be considered quorate when a minimum of one (1) representative from each Party is in attendance;
- The location of the meetings will be at Contractor or Authority locations on an agreed basis, with conference call and web presentation facilities; and
- Working groups may be set up to enable specific issues to be resolved and brought to the Commercial and Contract Management Board for decision making/implementation.

Membership

Representation	Role & Responsibility
Authority's Representatives	Senior Commercial and Contract Manager (Chairperson) Commercial and Contract Manager (Vice Chairperson) Head of Catering Analytical Services Department
Contractor's Representatives	Client Director Corporate Procurement Manager Buying Manager Financial Analyst

PERFORMANCE BOARD

Accountability and Responsibility

The Performance Board reports to the Authority Programme Board. It monitors the performance of the Contract against the requirements set out therein, including those within Schedule G (Specification) and Schedule P (Performance Credits and Key Performance Indicators), in respect of issues related to delivery of the Products and performance of the Services. The Performance Board will identify gaps and issues relating to current performance against agreed measures and recommend appropriate solutions for resolution.

Where required, the Monitoring and Management Information as set out in Schedule J will be provided in accordance with the provisions as set out therein by the responsible Party.

Purpose and Remit

The purpose and remit of the Performance Board is as follows:

- To monitor and review relevant reporting information as provided to measure Contract performance as set out in Schedule J – Monitoring and Management Information;
- To monitor performance of the Contract ensuring that all requirements relevant to operational and technical performance of the Contract are reviewed on a monthly basis;
- To ensure compliance with the relevant Standards;
- To advise the Authority of any planned maintenance scheduled for the coming month which will affect the Online Ordering System, and to provide full details of such maintenance including the steps being taken to mitigate the unavailability of the system;
- To ensure and agree that the operational requirements between the Authority and the Contractor are clearly understood and managed appropriately;
- To review the operational aspects of all Change Requests issued in accordance with Schedule N and specifically consider whether the proposed Change:
 - has an impact on other areas or aspects of the Contract and / or documentation;
 - has an impact on the ability of the Authority to meet its agreed business needs;
 - will raise any risks or issues;
 - is supported by an Impact Assessment prepared in accordance with Schedule N;
- In respect of any such Change Requests, to provide recommendations and seek guidance from the Authority Programme Board as required;
- To communicate any Changes to the Contract to relevant stakeholders;
- To liaise and share information with the Commodity Appraisal Panel and to provide recommendations for the testing of both existing and proposed new Products to the Commodity Appraisal Panel as required, review the test results and ensure provision of compliant Products;
- To review the performance of the Contractor in meeting the Key Performance Indicators, in accordance with paragraph P1.5 of Schedule P (Performance Credits and Key Performance Indicators);
- To review the implementation of any Rectification Plans by the Contractor;

- To ensure that reporting and corrective actions are agreed and reported where Key Performance Indicators are not being met;
- To report on Contract performance to the Authority Programme Board to ensure that Key Performance Indicators are measured effectively;
- To identify specific performance issues and ensure appropriate action plans are instigated to address gaps in performance;
- To continually review the performance of the Contract and make recommendations relating to changes in activity which may result in Contract Changes; and
- To escalate any issues that cannot be resolved to the Commercial and Contract Management Board or to the Authority Programme Board as necessary.

Governance

- The Performance Board will meet monthly following the Supply Commencement Date;
- Papers for the meetings will be circulated five (5) Working Days in advance by the chairperson (or, if unavailable, the vice chairperson);
- Meetings will be considered quorate when a minimum of one (1) representative from each Party is in attendance;
- The location of the meetings will be at Contractor or Authority locations on an agreed basis, with conference call and web presentation facilities; and
- Working groups may be set up to enable specific issues to be resolved and brought to the Performance Board for decision making/implementation.

Membership

Representation	Role & Responsibility
Authority's Representatives	Commercial and Contracts Manager (Chairperson) Head of Catering (Vice Chairperson) Regional Catering Representative
Contractor's Representatives	Client Director Technical and Operational Leads National Account Representative Corporate Procurement Manager

COMMODITY APPRAISAL PANEL

Accountability and Responsibility

The Commodity Appraisal Panel (CAP) will consist of members from the Authority and the Contractor as set out below. The main objective of the CAP is to determine the acceptability and affordability of Products in accordance with the Contract requirements for use in prison catering.

Purpose and Remit

The purpose and remit of the Commodity Appraisal Panel is as follows:

- To test and, where appropriate, approve the suitability of Products offered under the Contract to ensure they meet the relevant Quality Standards, Technical Specifications and other requirements set out in Schedule G – Specification. All CAP testing will be undertaken in accordance with the methodology set out in Appendix C;
- To reference the relevant Standards to ensure compliance is achieved under the terms of the Contract for the Products offered;
- To undertake Product testing where required as a result of complaints and/or issues of concern being raised by the Authority;
- Where the Authority determines, acting reasonably, that Product testing / approval is required at short notice (for example, in the event of a Product line failure or where an immediate replacement of a current Catalogue item is required), to undertake a 'mini-CAP' process. The mini-CAP process shall be as follows:
 - The Contractor will arrange for Full Case Equivalent samples to be sent to a predetermined Site to enable the catering manager to perform testing of the Product using internal staff and prisoners.
 - The Contractor will provide a copy of the Contractor Product Specification for the current Product and the proposed new Product along with a written explanation of the reason for changing the Product;
 - Products passed through the mini CAP will be subject to testing under the full CAP testing process at the next scheduled CAP meeting.
- To consider nutritional benefits, sustainability and value for money exercises to determine the suitability of the Products being offered by the Contractor;
- To provide recommendations, seek guidance and authorisation from the Performance Board as required;
- To record detailed minutes and record all actions from meetings and results of all tests undertaken;
- To provide regular updates to the Performance Board;
- To monitor performance of the Contract ensuring that all requirements relevant to the Commodity Appraisal Panel are reviewed on a quarterly basis;
- To identify specific quality issues and risks and ensure appropriate action plans are instigated to address gaps; and
- To continually review the performance of the Contract within the CAP remit and make recommendations which may result in Contract Changes.

Governance

- The CAP will meet quarterly as a minimum, with the understanding that where required further meetings can be arranged at short notice (referred to above as mini-CAP);
- Papers for the meetings will be circulated five (5) Working Days in advance by the chairperson (or, if unavailable, the vice chairperson);
- Meetings will be considered quorate when a minimum of one (1) representative from each Party is in attendance;
- The location of the meetings will be at Contractor or Authority locations on an agreed basis; and
- Working groups may be set up to enable specific issues to be resolved and brought to the CAP for decision making/implementation.

Membership

Representation	Role & Responsibility
Authority's Representatives	Commercial and Contracts Manager (Chairperson) Head of Catering (Vice Chairperson) Regional Catering Representative Prison Catering Manager Chaplaincy Representative Prison Governor Food Packing Services Manager Independent Monitoring Board Representative Prisoner Representative
Contractor's Representatives	Client Director / National Account Representative Technical Services Manager Corporate Procurement Manager

Appendix C – Commodity Appraisal Panel Testing Process

The Commodity Appraisal Panel is responsible for carrying out the testing of Products in accordance with the process set out in this Appendix C.

The testing process is carried out in five phases:

1. Product Range determined for review
2. Criteria compliance test
3. Organoleptic test undertaken
4. Reporting
5. Commercial arrangements

1. Product range determined for review

The Products chosen for review will be primarily new Products and those Products that are representative of the high spend high volume lines and those that are of high risk and sensitivity.

2. Criteria compliance test

Prior to the commencement of the organoleptic test (phase 3), the Contractor shall supply a copy of the Contractor Product Specification in relation to each Product being tested and the NOMS Catering Services management team will assess the relevant Product(s) against compliance with the Quality Standards, Technical Specifications and other relevant criteria.

3. Organoleptic test undertaken

The relevant Product(s) shall be subject to an organoleptic test carried out by the Commodity Appraisal Panel members. "Organoleptic" refers to any sensory properties of a product, involving visual appearance, taste and texture, smell and feel. Organoleptic testing involves inspection through visual examination, smelling, feeling and tasting of products. Products may be dismissed at this stage if found to be unsuitable or not fit for purpose by the assessors.

4. Reporting

Once the CAP assessors have completed the organoleptic test, the Product scores will then be appraised by the Commodity Appraisal Panel and passed onto NOMS Catering Services management team who will decide if the relevant Product reaches the required standard for inclusion on the Catalogue. A summary will be produced of performance of the Products tested, to allow acceptable Products to progress through the process quickly. A full report of the CAP meeting will then be produced that gives full test results and explanation of the compliance test at phase two and discussion of customer comments dealing with food quality in the reporting period.

5. Commercial arrangements

All commercial arrangements relating to a given Product will be agreed only when the Commodity Appraisal Panel has agreed that such Product is suitable for inclusion in the Catalogue.

SCHEDULE P: PERFORMANCE CREDITS AND KEY PERFORMANCE INDICATORS

P1. INTRODUCTION

- P1.1 The Contractor shall provide the Products and Services to the standards set out in the Specification and in compliance with this Contract including those required so as to meet the Performance Thresholds applicable to the Key Performance Indicators.
- P1.2 The Contractor shall meet or exceed the Performance Thresholds in respect of each Key Performance Indicator and shall measure its performance against each Key Performance Indicator in monthly reporting periods which shall correspond to calendar months.
- P1.3 Not later than ten (10) Working Days following the end of each month, the Contractor shall provide to the Authority a report summarising its performance against the Key Performance Indicators in the preceding month (the "Monthly KPI Report"). The Monthly KPI Report shall be in such format as agreed between the Parties from time to time and shall include, as a minimum, the following information:
- P1.3.1 for each Key Performance Indicator, actual performance achieved over the relevant monthly measurement period;
 - P1.3.2 a summary of all Performance Failures and Critical Performance Failures that occurred during the relevant monthly measurement period; and
 - P1.3.3 for each Key Performance Indicator, actual performance achieved over the previous three (3) monthly measurement periods prior to the most recent monthly measurement period.
- P1.4 Save in respect of KPI5 (Online Ordering System availability) the information required under paragraphs P1.3.1 to P1.3.3 shall be provided on a per Site basis.
- P1.5 Not later than five (5) Working Days following the receipt by the Authority of the Monthly KPI Report, the Performance Board shall meet to:
- P1.5.1 discuss the Monthly KPI Report and the Contractor's performance against the Performance Thresholds applicable to Key Performance Indicators; and
 - P1.5.2 agree the application and amount of any Performance Credits to the Contractor,
- in each case, for the relevant monthly measurement period (as reported in the Monthly KPI Report).
- P1.6 The Authority shall be entitled to raise/request, and the Contractor shall provide responses to, any additional questions and/or any further information in order to evidence and verify the Contractor's performance against Key Performance Indicators.
- P1.7 For the avoidance of doubt, any delay by the Authority in exercising its rights and remedies under this Schedule (including where such delay is connected with the pending outcome of an investigation) shall not be construed as a waiver nor prevent the Authority from exercising its rights or remedies at a later date (with retrospective effect, where applicable).

P2. PERFORMANCE CREDITS

- P2.1 The value in pounds sterling of each Performance Credit for the first 12 months following the Supply Commencement Date will be £300. This value will be fixed for the 12 months from the Supply Commencement Date and will be subject to indexation on an annual basis in accordance paragraph P2.2.
- P2.2 The relevant indexation adjustment shall be:
- P2.2.1 effective on the first anniversary of the Supply Commencement Date and on the same date in each subsequent year; and
 - P2.2.2 determined by multiplying the Performance Credit value applicable in the preceding 12 months by the percentage increase or change in the Consumer Price Index (12-month rate) most recently published prior to the relevant adjustment date.
- P2.3 Subject to paragraph P2.6, where a Performance Threshold is not met in relation to a Key Performance Indicator, Performance Credits shall accrue according to the level of Performance Failure as set out in the "Calculation" column of Table A - Priority KPIs and Table B - Standard KPIs of Annex 1 of this Schedule.
- P2.4 In respect of Performance Credits incurred by the Contractor, the Authority shall be entitled to recover the financial value of such Performance Credits from the Contractor, and the Contractor shall pay such value, and in doing so the Parties shall follow the invoicing arrangements set out in paragraph 9 of Schedule H (Pricing and Payment).
- P2.5 Performance Credits are not an exclusive financial remedy for the Authority in respect of any failure to meet a Key Performance Indicator. The Contractor confirms that it has modelled the Performance Credits and has taken them into account in setting the level of charges under this Contract. The Parties agree that the Performance Credits are a reasonable method of price adjustment to reflect poor performance.
- P2.6 Where a Performance Failure occurs in two or more consecutive months in respect of a Priority Key Performance Indicator, the number of Performance Credits which accrue in respect of the second and subsequent Performance Failure(s) against the same Key Performance Indicator shall be the number of Performance Credits owed as the result of the failure for the month in question (as per Annex 1 Table A) multiplied by the Repeat Performance Failure Multiplier set out in Table 1 below.

Table 1 – Repeat Performance Failure Multipliers

Number of repeat Performance Failures	Multiplier
1st repeat Performance Failure	2
2nd repeat Performance Failure	3
3rd repeat Performance Failure	4
4th repeat Performance Failure	5
5th repeat Performance Failure and each repeat Performance Failure thereafter	10

Worked Examples – application of Repeat Performance Failure Multipliers

In the following illustrative examples, a Priority KPI has the following Performance Credit regime:

Performance level	Over 99%	98%- 98.9%	97% - 97.9%	Below 96.9%
Credits applicable	No credits	1 Performance Credit	2 Performance Credits	3 Performance Credits

A supplier has the following performance history:

Month	1	2	3	4	5
Example 1	98.2%	97.4%	97.8%	97.5%	96.6%
Example 2	98.6%	97.8%	99.3%	96.2%	98.1%

This would translate into the following Performance Credits for each month:

Month	Example 1		Example 2	
	Number of Performance Credits due	Notes	Number of Performance Credits due	Notes
1	1	1 credit for performance with no multiplier applied as first month of Performance Failure	1	1 credit for performance with no multiplier applied as first month of Performance Failure
2	4	2 credits for performance multiplied by 2 to reflect first repeat Performance Failure	4	2 credits for performance multiplied by 2 to reflect first repeat performance failure
3	6	2 credits for performance multiplied by 3 to reflect second repeat Performance Failure	0	Performance above Performance Threshold
4	8	2 credits for performance multiplied by 4 to reflect third repeat Performance Failure	3	3 credit for performance with no multiplier applied as first month of new Performance Failure sequence
5	15	3 credits for performance multiplied by 5 to reflect fourth repeat Performance Failure	2	1 credits for performance multiplied by 2 to reflect first repeat Performance Failure

Annex 1: Key Performance Indicators (KPIs), Performance Thresholds and Performance Failures

Table A – Priority KPIs

KPI No	KPI Description	KPI Definition	Performance Threshold	Reporting	Calculation	Critical Performance Failure Threshold	Notes
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KPI1	Availability of Products	Whether all Products listed in the Catalogue are available at the point of Order receipt and acceptance by the Contractor	The Contractor makes available the Products listed in the Catalogue to satisfy 99% of Orders	Monthly KPI Report	<p>The % shall be calculated as follows:</p> <p>total number of Products (by reference to cases of such Product) that the Contractor has received an Order for and confirmed its ability to fulfil</p> <p>expressed as a % of</p> <p>total number of Products (by reference to cases of such Product) the Authority wished to order within the month in question across all Sites</p> <p>The following Performance Credits will be applied in the event that performance fails to meet the required Performance Threshold in any monthly measurement period:</p> <p>1 Performance Credit for a score of between 98.9% - 98.5%</p> <p>2 Performance Credits for a score of between 98.4% - 98%</p> <p>3 Performance Credits for a score of between 97.9% - 97.5%</p> <p>4 Performance Credits for a score of between 97.4% - 97%</p> <p>5 Performance Credits for a score below 96.9%</p>	Less than 98% in a monthly measurement period	<p>For clarity, if a Product is ordered and is unavailable, but an Alternative Product or Substitute Product is provided in accordance with the terms of the Contract, than this KPI would apply in this circumstance.</p> <p>If any ordered Products which the Contractor has confirmed that it will supply (including Alternative Products or Substitute Products), subsequently fail to be delivered, KPI2 will apply.</p>
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KPI2	% total Products delivered compliant with total Products in final agreed and accepted Order	The total of all Products delivered in accordance with the terms of the Specification across all Sites matches the total of all Products in final agreed and accepted Orders by Authorised Users for delivery within the relevant month	99% of all Products delivered in line with the final agreed and accepted Order	Monthly KPI Report	<p>The % shall be calculated as follows:</p> <ul style="list-style-type: none"> total number of Products (by reference to Product Cases) delivered in accordance with the terms of the Specification within the month in question across all Sites expressed as a % of total number of Products (by reference to cases of such Product) ordered within the month in question across all Sites. <p>The following Performance Credits will be applied in the event that performance fails to meet the required Performance Threshold in any monthly measurement period:</p> <p>1 Performance Credit for a score of between 98.9% - 98.5%</p> <p>2 Performance Credits for a score of between 98.4% - 98%</p> <p>3 Performance Credits for a score of between 97.9% - 97.5%</p> <p>4 Performance Credits for a score of between 97.4% - 97%</p> <p>5 Performance Credits for a score below 96.9%</p>	Less than 98% in a monthly measurement period	The delivery of Products in accordance with the terms of the Specification includes the requirement that the Product and Product Case size delivered corresponds to that ordered by the Authorised User
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KPI3	Deliveries at correct time	All deliveries across all Sites made on scheduled date and within scheduled delivery window in accordance with the Delivery Schedule and paragraph G3 of the Specification	99% of all Orders delivered in accordance with the Delivery Schedule and paragraph G3 of the Specification	Monthly KPI Report	<p>The % shall be calculated as follows:</p> <ul style="list-style-type: none"> total number of individual deliveries completed on scheduled date and within scheduled delivery window (by reference to the Delivery Schedule and paragraph G3 of the Specification) within the month in question across all Sites <p>expressed as a % of</p> <p>total number of individual deliveries to be carried out within the month in question across all Sites</p> <p>The following Performance Credits will be applied in the event that performance fails to meet the required Performance Threshold in any monthly measurement period:</p> <p>1 Performance Credit for a score of between 98.9% - 98.5%</p> <p>2 Performance Credits for a score of between 98.4% - 98%</p> <p>3 Performance Credits for a score of between 97.9% - 97.5%</p> <p>4 Performance Credits for a score of between 97.4% - 97%</p> <p>5 Performance Credits for a score below 96.9%</p>	Less than 98% in a monthly measurement period	
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KPI4	Security compliance	Compliance with Section 1, Chapter 2 and Chapter 3 of the Authority policy document "Conveyance and Possession of Prohibited Items and Other Related Offences PSI 10/2012" (as may be updated from time to time) and the attendant procedures within the Delivery Drivers Handbook	Zero breaches of the relevant sections within PSI 10/2012 and attendant procedures within the Delivery Drivers Handbook	Monthly KPI Report	3 Performance Credits per each instance of failure	One (1) instance of Performance Failure in a monthly measurement period	If a Delivery Driver is turned away due to a security breach being identified prior to accessing a Site, Performance Credits may be applicable under other KPIs in respect of failure to complete the relevant delivery
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KPI5	Online Ordering System availability	Availability of Online Ordering System as a % of time	99.5% availability on a 24/7/365 basis	Monthly KPI Report	<p>3 Performance Credits per instance of Performance Failure, with a further 3 Performance Credits for every 1% by which performance is below the Performance Threshold</p> <p>The availability % shall be calculated as follows:</p> $((\text{Planned Hours} - \text{Lost Hours}) / \text{Planned Hours}) * 100$ <p>Planned Hours = (24 x number of calendar days in the relevant month) less Planned Unavailability in the relevant month</p> <p>Lost Hours = number of hours in the relevant month that the Online Ordering System is unavailable, less Planned Unavailability in that month (as measured by the relevant process implemented by the Contractor for monitoring system unavailability)</p> <p>Planned Unavailability = the number of hours in the relevant month that the Online Ordering System is not available or functional and where the Contractor has notified the Authority of planned upgrade or maintenance work in advance of such work taking place</p>	Less than 98% in a monthly measurement period	
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Table B – Standard KPIs

KPI No	KPI Description	KPI Definition	Performance Threshold	Reporting	Calculation	Critical Performance Failure Threshold	Notes
KPI6	Compliance with Technical Specification	Contractor to ensure all Products are compliant with Technical Specification or rectified within 2 weeks of the Contractor being notified of non-compliance	All Products delivered are compliant with Technical Specification or rectified within 2 weeks of the Contractor being notified of non-compliance	Monthly KPI report	Any non-compliance notified to the Contractor must be formally rectified within 2 weeks after which 1 Performance Credit per Product per week will be applied for each full week in which the non-compliance remains unresolved	Three (3) instances of failure to deliver Products compliant with the Technical Specification (which are not rectified within 2 weeks of the Contractor being notified of non-compliance) in a monthly measurement period	

KPI7	Delivery compliance: vehicle and equipment	Compliance with the relevant operational requirements for delivery vehicles and associated equipment (including loading and packing requirements) within the Delivery Drivers Handbook	All deliveries are made using vehicles and equipment in compliance with the Delivery Drivers Handbook	Monthly KPI Report	1 Performance Credit for each instance of a delivery which fails to comply with the relevant operational requirements for delivery vehicles and associated equipment (including loading and packing requirements) within the Delivery Drivers Handbook	Three (3) instances of deliveries which fail to comply with the relevant operational requirements for delivery vehicles and associated equipment (including loading and packing requirements) within the Delivery Drivers Handbook in a monthly measurement period	
KPI8	Delivery compliance: Personnel	Compliance with the relevant operational requirements for Contractor Personnel contained within the Delivery Drivers Handbook	All deliveries are made using staff compliant with the Delivery Drivers Handbook	Monthly KPI Report	1 Performance Credit for each instance of a delivery which fails to comply with the relevant operational requirements for Contractor Personnel contained within the Delivery Drivers Handbook	Three (3) instances of deliveries which fail to comply with the relevant operational requirements for Contractor's Personnel contained within the Delivery Drivers Handbook in a monthly measurement period	

KPI9	Product complaint: acknowledgement	Contractor to acknowledge all complaints in writing to the relevant Authorised User within 24 hours of being lodged	All complaints are acknowledged in writing to the relevant Authorised User within 24 hours of being lodged	Monthly KPI Report	0.25 Performance Credits applied for every complaint not acknowledged in writing to the relevant Authorised User within 24 hours of being lodged	Five (5) instances of failure to acknowledge a complaint in writing to the relevant Authorised User within 24 hours of being lodged in a monthly measurement period	
KPI10 a	Product complaint: resolution	Contractor to ensure all complaints are resolved to the reasonable satisfaction of the relevant Authorised User within 2 weeks of being lodged save for those complaints where (a) the Contractor is awaiting information from the Site and/or (b) Product testing is required, the result of which are awaited	All complaints are resolved to the reasonable satisfaction of the relevant Authorised User within 2 weeks of being lodged	Monthly KPI Report	1 Performance Credit for every complaint which has not been resolved to the reasonable satisfaction of the relevant Authorised User within 2 weeks of the complaint being lodged	Five (5) instances of failure to resolve complaints to the reasonable satisfaction of the relevant Authorised User within 2 weeks of being lodged, in a monthly measurement period	

KPI10 b	Product complaint: resolution	Contractor to ensure all complaints other than those set out at 10A above are resolved to the reasonable satisfaction of the relevant Authorised User within 6 weeks of being lodged	All complaints are resolved to the reasonable satisfaction of the relevant Authorised User within 2 weeks of being lodged	Monthly KPI Report	1 Performance Credit for every complaint which has not been resolved to the reasonable satisfaction of the relevant Authorised User within 2 weeks of the complaint being lodged	Five (5) instances of failure to resolve complaints to the reasonable satisfaction of the relevant Authorised User within 2 weeks of being lodged, in a monthly measurement period	
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SCHEDULE Q: BUSINESS CONTINUITY AND DISASTER RECOVERY

REDACTED

SCHEDULE S: MOBILISATION

S1. INTRODUCTION

- S1.1 This Schedule, together with the Mobilisation Plan, describes the Parties' respective obligations during the Mobilisation Phase in respect of the completion of all Mobilisation Services by the Planned Supply Commencement Date ("**Mobilisation**").
- S1.2 The Parties agree the primary objective of Mobilisation is to enable the Contractor to commence delivery of the Products and performance of the Services (including the provision of access to and use of either the Fall-Back Option or the Online Ordering System (as applicable)) by the Planned Supply Commencement Date, without deterioration in the levels of performance received by the Authority prior to the commencement of the Mobilisation Phase.

S2. DEVELOPMENT AND APPROVAL OF THE MOBILISATION PLAN

- S2.1 On and from the Commencement Date until such time as the Mobilisation Plan is approved by the Authority pursuant to this paragraph S2, the Contractor shall commence Mobilisation in accordance with the Outline Mobilisation Plan.
- S2.2 No later than ten (10) Working Days after the Commencement Date, the Contractor shall provide the Authority with a draft Mobilisation Plan which complies with the requirements set out in paragraph S2.3.
- S2.3 The draft Mobilisation Plan prepared by the Contractor shall:
- S2.3.1 incorporate all of the Mobilisation Milestones, Deliverables and Due Dates set out in the Milestone and Deliverable Matrix;
 - S2.3.2 include the Fall-Back Mobilisation Plan in a separate section;
 - S2.3.3 include all Authority Responsibilities;
 - S2.3.4 be consistent with and build upon, the Outline Mobilisation Plan;
 - S2.3.5 state a submission date for each Deliverable which allows sufficient time for the Deliverable to undergo Testing and be Accepted by its Due Date (and for each Mobilisation Milestone to be Accepted by its corresponding Milestone Date) in the Milestone and Deliverable Matrix;
 - S2.3.6 include (as a minimum):
 - (a) all steps, tasks and activities to be completed by each Party and the timescales for completion (including start and end dates) in respect of the delivery and Acceptance of each Deliverable and Mobilisation Milestone;
 - (b) internal and external dependencies (with named owners wherever possible); and
 - (c) contingencies and allowances for potential Delays;
 - S2.3.7 include a Test Plan which sets out, for each Test to be carried out:
 - (a) the purpose and expected outcome of the Test, the Deliverable and Mobilisation Milestone to which it relates, the requirements being Tested and the specific Acceptance Criteria to be satisfied;

- (b) a detailed procedure for the Test, including a timetable with start and end dates;
 - (c) the Testing resources (if any) to be supplied by the Authority;
 - (d) dates and methods by which the Authority may inspect Test results or witness the Test in order to establish that the Acceptance Criteria have been met;
 - (e) the mechanism for ensuring the quality, completeness and relevance of the Test;
 - (f) the process which the Authority will use to review issues that arise during Testing and the Contractor's progress in resolving these in a timely basis; and
 - (g) anything else reasonably required the Authority and notified to the Contractor in writing;
- S2.3.8 include a populated version of the fleet register set out in Annex 3 to this Schedule, which once Accepted, shall be the "**Fleet Register**"; and
- S2.3.9 comply with the additional Acceptance Criteria for Documentary Deliverables set out in paragraph S8.3
- S2.4 The Authority shall use reasonable endeavours to notify the Contractor whether it approves or rejects the draft Mobilisation Plan within four (4) Working Days of its receipt of the draft Mobilisation Plan.
- S2.5 If the Authority gives notice of its rejection of the draft Mobilisation Plan, such notice shall identify the issues which the Authority reasonably requires the Contractor to rectify before the Authority will approve the draft Mobilisation Plan. Within five (5) Working Days of receipt of the Authority's notice of rejection, the Contractor shall amend the draft Mobilisation Plan to rectify such issues and submit an amended draft of the Mobilisation Plan for approval by the Authority.
- S2.6 The Authority shall use reasonable endeavours to notify the Contractor as to whether it approves or rejects the amended draft Mobilisation Plan within four (4) Working Days of its receipt of the amended draft Mobilisation Plan. If the Authority gives notice of its rejection of the amended draft Mobilisation Plan:
 - S2.6.1 such notice shall identify the issues which the Authority reasonably requires the Contractor to rectify before the Authority will approve the draft Mobilisation Plan; and
 - S2.6.2 that rejection shall be deemed to be a Notifiable Default for the purposes of the Rectification Plan Process; and
 - S2.6.3 the Authority shall escalate the issue to the Mobilisation Project Board.
- S2.7 The approved draft of the Mobilisation Plan shall be the Mobilisation Plan for the purposes of this Contract on and from the date on which the draft Mobilisation Plan is approved.
- S2.8 If the Authority notifies the Contractor pursuant to clause 5.2 (Scope of Contract) that it wishes the Contractor to implement the Fall-Back Option by the Planned Supply Commencement Date instead of the Online Ordering System, then:
 - S2.8.1 on and from the date of such notice those parts of the Mobilisation Plan which relate only to the implementation of the Online Ordering System shall cease to apply and the Contractor shall implement the Fall-Back Mobilisation Plan instead; and

S2.8.2 as soon as reasonably practicable the Contractor shall amend the Mobilisation Plan to remove those parts which relate only to the implementation of the Online Ordering System in accordance with paragraph S3.

S2.9 The Contractor shall update and maintain the Mobilisation Plan pursuant to paragraph S3 throughout the Mobilisation Phase and afterwards (to the extent required pursuant to paragraph S3) and shall carry out and comply with that Mobilisation Plan as updated.

S3. UPDATES TO AND MAINTENANCE OF THE MOBILISATION PLAN

S3.1 The Contractor shall review the Mobilisation Plan throughout the Mobilisation Phase so as to identify any changes which may be needed to reflect the current nature of the Mobilisation and the Authority's plans in respect of Mobilisation. Any proposed changes to the Mobilisation Plan which seek to alter the Planned Supply Commencement Date shall be subject to the Change Control Procedure. Any changes to the Mobilisation Plan which do not alter the Planned Supply Commencement Date shall be subject to the Document Change Control Procedure provided that any such changes to the Mobilisation Plan:

S3.1.1 must be promptly submitted to the Authority for approval via the Mobilisation Project Board; and

S3.1.2 will not be effective until such time as they are approved by the Authority in writing in accordance with the Document Change Control Procedure.

S3.2 The Contractor shall be responsible for maintenance of all documents relating to the Mobilisation Plan, including:

S3.2.1 documents which track progress against the Mobilisation Milestones and Acceptance Criteria; and

S3.2.2 a Mobilisation risks and issues register.

S3.3 The Contractor shall keep the Fleet Register up to date during the Mobilisation Phase and throughout the Contract Period.

S3.4 The Contractor warrants, represents and undertakes that it has used its knowledge and expertise to create an effective Outline Mobilisation Plan and shall use its knowledge and expertise to create an effective Mobilisation Plan which includes all Deliverables and Mobilisation Milestones that are reasonably foreseeable, reasonably capable of being determined and critical to the achievement of Mobilisation and acknowledges that the Authority has relied upon this warranty and representation in entering into this Contract.

S4. MOBILISATION RESOURCING

S4.1 On and from the Commencement Date:

S4.1.1 each Party shall appoint a suitably skilled and experienced "**Mobilisation Manager**" who shall be responsible for co-ordinating and managing all aspects of each Party's obligations under the Mobilisation Plan. In respect of the Contractor's Mobilisation Manager, such individual shall be a member of Key Personnel; and

S4.1.2 the Contractor shall procure that its Mobilisation Manager shall be assisted by an appropriately skilled team who shall assist in all aspects of the Contractor's responsibilities and obligations during the Mobilisation Phase ("**Mobilisation Team**").

S5. MOBILISATION CHARGES

- S5.1 The Parties agree that no charges, fees and/or other costs will be payable to the Contractor by the Authority for the provision of the Mobilisation Services (including where such additional Mobilisation Services are required during the Mobilisation Phase).

S6. MOBILISATION GOVERNANCE

- S6.1 During the Mobilisation Phase, the Contractor shall ensure that its necessary Personnel attend the governance meetings described in this paragraph S6.

- S6.2 The Authority may change the attendees and the frequency of any of the meetings described in this paragraph S6 at any time during the Mobilisation Phase by notifying the Contractor in writing.

- S6.3 The "**Mobilisation Project Board**":

- S6.3.1 shall be attended by:

- (a) each Party's respective Mobilisation Manager;
- (b) each Party's senior director responsible for Mobilisation; and
- (c) any other representatives or other third parties that the Authority may wish to invite, including senior representatives, advisors and personnel from other Government Departments;

- S6.3.2 shall meet within one (1) week of the Commencement Date and a minimum of monthly thereafter during the Mobilisation Phase at dates and times to be notified to the Contractor by the Authority; and

- S6.3.3 shall:

- (a) monitor and oversee Mobilisation;
- (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Mobilisation Working Group;
- (c) consider requests by the Contractor to amend the Mobilisation Plan and refer such requests to the Authority for approval; and
- (d) receive reports from the Contractor regarding the progress of Mobilisation and the Acceptance of Deliverables and Mobilisation Milestones.

- S6.4 The "**Mobilisation Working Group**":

- S6.4.1 shall be attended by:

- (a) the Mobilisation Manager and appropriate members of the Mobilisation Team; and
- (b) appropriate representatives from the Authority responsible for monitoring and overseeing Mobilisation on behalf of the Authority; and
- (c) any other representatives or other third parties that the Authority may wish to invite including senior representatives, advisors and other Government Departments;

S6.4.2 shall meet within one (1) week of the Commencement Date and weekly thereafter during the Mobilisation Phase at dates and times to be notified to the Contractor by the Authority; and

S6.4.3 shall:

- (a) review the Contractor's progress against the Mobilisation Plan, Deliverables and Mobilisation Milestones;
- (b) consider risks and issues notified to it by either Party; and
- (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate risks and issues to the Mobilisation Project Board.

S7. MOBILISATION REQUIREMENTS

S7.1 The Contractor shall:

S7.1.1 provide the Mobilisation Services in accordance with the Mobilisation Plan and this Contract;

S7.1.2 not cause disruption to the Authority during the Mobilisation Phase;

S7.1.3 perform its obligations so as to ensure the Acceptance of each Deliverable by its corresponding Due Date and each Mobilisation Milestone by its associated Mobilisation Milestone Date; and

S7.1.4 fully co-operate with the Authority in respect of Mobilisation during the Mobilisation Phase.

S7.2 Save as set out in the Mobilisation Plan, the Contractor shall ensure that the provision of the Mobilisation Services shall not have any material adverse effect on the continuity and quality of any activities of, or supply provided by the Contractor prior to the Supply Commencement Date.

S7.3 If the Contractor becomes aware of a risk or issue relating to the Mobilisation Services, including an actual or anticipated Delay, it shall immediately notify the Authority in writing.

S7.4 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph S7.3, the Contractor shall provide the Authority with:

S7.4.1 a plan of action to mitigate any risks identified in accordance with paragraph S7.3;

S7.4.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;

S7.4.3 an indication of whether any change to a Deliverable, the affected Mobilisation Milestone or its associated Milestone Date is required to mitigate the risk or resolve the issue and any details relating to such change; and

S7.4.4 a recommendation on whether or not escalation is required to the Mobilisation Project Board,

and the risk or issue will immediately be added by the Contractor to the Mobilisation risk and issues register and will be tracked there until closed.

S7.5 The Contractor shall commence the supply of Products in accordance with this Contract to two (2) Sites (to be determined by the Authority and notified to the Contractor no later than 1 February 2017) two (2) weeks prior to the Supply Commencement Date.

S8. TESTING

S8.1 The Parties shall comply with and complete all Testing in accordance with the Test Plan, the Mobilisation Plan and this Contract.

S8.2 The Contractor shall submit each Deliverable by the date required by the Mobilisation Plan. Without prejudice to the forgoing, the Contractor shall only submit a Deliverable for Testing if:

S8.2.1 the Contractor has subjected the relevant Deliverable to its own internal quality control measures and is reasonably confident that it will satisfy its Acceptance Criteria;

S8.2.2 the Authority has issued an Acceptance Certificate in respect of any prior, dependant Deliverable(s); and

S8.2.3 the Parties have agreed the Test Plan relating to the relevant Deliverable(s) in accordance with this Schedule.

S8.3 In addition to the requirements set out in paragraph S8.2, in respect of each Deliverable that is a document (a "**Documentary Deliverable**"), the Contractor shall ensure that the Documentary Deliverable:

S8.3.1 is clearly written in English and in a way that those parties who will need to refer to the document should be able to understand;

S8.3.2 is complete, with an appropriate level of detail and any relevant cross-references;

S8.3.3 contains no obvious errors of spelling, grammar, numbering or order, duplications or omissions; and

S8.3.4 is in accordance with the format, scope and requirements of the applicable Achievement Criteria,

and such requirements shall be deemed to be additional Acceptance Criteria for each Documentary Deliverable in addition to any Acceptance Criteria set out in the Mobilisation Plan.

S8.4 The Contractor shall:

S8.4.1 provide each Deliverable to the Authority for Testing in accordance with the Test Plan and shall allow the Authority to Test each Deliverable at such time and location as set out in the Test Plan or as otherwise agreed between the Parties;

S8.4.2 permit the Authority to invite such third parties as it deems necessary to participate in the Testing; and

S8.4.3 make available:

(a) such members of its Personnel; and

(b) such documentation as may be necessary,

to enable the proper completion of the Testing.

- S8.5 If the Authority believes that a Deliverable satisfies all of its Acceptance Criteria then the Authority shall issue an Acceptance Certificate to the Contractor stating that the Deliverable has been Accepted. A Deliverable shall only be Accepted when the Authority believes that all Acceptance Criteria relating to that Deliverable have been successfully Tested and satisfied and the Authority has issued an Acceptance Certificate to the Contractor stating that the Deliverable has been Accepted.
- S8.6 If a Deliverable (or any relevant part) does not satisfy its Acceptance Criteria, the Authority may:
- S8.6.1 issue an Acceptance Certificate conditional upon and subject to the rectification of any issue(s) with the Deliverable by a date specified by the Authority. The Contractor shall rectify such issue(s) to the reasonable satisfaction of the Authority by the date specified by the Authority and shall notify the Authority as soon as practicable after it has done so; or
 - S8.6.2 notify the Contractor of any issues with the Deliverable which prevent that Deliverable from satisfying its Acceptance Criteria (which may include the need for amendments in the case of any Documentary Deliverable). Following such notice, the Contractor shall rectify any such issues with the Deliverable and re-submit the Deliverable (or the relevant part) to the Authority for further Testing or for re-Testing within three (3) Working Days of receiving such notice.
- S8.7 The Authority shall use reasonable endeavours to either issue an Acceptance Certificate in accordance with paragraph S8.5 or notify the Contractor that a Deliverable has either been conditionally Accepted or not been Accepted (as applicable) in accordance with paragraph S8.6, within four (4) Working Days of the completion of Testing of each Deliverable.
- S8.8 Any failure of a Deliverable to satisfy its Acceptance Criteria which results in a Delay shall be deemed to be a Notifiable Default for the purposes of the Rectification Plan Process.
- S8.9 The Authority shall issue an Acceptance Certificate to the Contractor when each Mobilisation Milestone has been Accepted.
- S8.10 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract or at Law, to recover from the Contractor any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Acceptance Criteria for a Deliverable to be satisfied.

S9. CONTINGENCY PLAN

- S9.1 Subject to paragraph S9.3, if at any time prior to the date that is forty (40) Working Days prior to the Planned Supply Commencement Date, either:
- S9.1.1 the Authority reasonably believes that the "Online Ordering System: go-live readiness" Mobilisation Milestone will not be Accepted on or before the Planned Supply Commencement Date; or
 - S9.1.2 the Contractor believes that the "Online Ordering System: go-live readiness" Mobilisation Milestone will not be Accepted on or before the Planned Supply Commencement Date, the Contractor shall immediately notify the Authority in writing,

then, upon forming such belief or following receipt of such notice from the Contractor (as applicable), the Authority may notify the Contractor that the Contractor must, in parallel to complying with the Mobilisation Plan and continuing to progress work in respect of the "Online Ordering System: go-live readiness" Mobilisation Milestone, complete all activities required to ensure that the Fall-Back Option is capable of being accessed and used by the Authority to order Products on and from the Planned Supply Commencement Date.

- S9.2 Subject to paragraph S9.3, if the "Online Ordering System: go-live readiness" Mobilisation Milestone is not Accepted on or before the Planned Supply Commencement Date, the Contractor shall provide the Authority with access to and use of the Fall-Back Option during the period commencing on the Planned Supply Commencement Date and ending when the "Online Ordering System: go-live readiness" Mobilisation Milestone is Accepted ("**Contingency Period**"). If the need for the Contractor to provide the Authority with access to and use of the Fall-Back Option for the duration of the Contingency Period arose because of:
- S9.2.1 an Authority Delay, then to the extent that need arose because of an Authority Delay the Movement Rate Cost applicable to the provision of access to and use of the Fall-Back Option during the Contingency Period shall be the higher of the Movement Rate Cost associated with the Fall-Back Option set out in Schedule H (Pricing and Payment) and the Movement Rate Cost associated with the Online Ordering System set out in Schedule H (Pricing and Payment); or
 - S9.2.2 anything other than an Authority Delay, the Movement Rate Cost applicable to the provision of access to and use of the Fall-Back Option during the Contingency Period shall be the lower of the Movement Rate Cost associated with the Fall-Back Option set out in Schedule H (Pricing and Payment) and the Movement Rate Cost associated with the Online Ordering System set out in Schedule H (Pricing and Payment).
- S9.3 Paragraphs S9.1 and S9.2 shall cease to apply if the Authority notifies the Contractor pursuant to clause 5.2 (Scope of Contract) that it wishes the Contractor to implement the Fall-Back Option by the Planned Supply Commencement Date instead of the Online Ordering System.

S10. LIQUIDATED DAMAGES

- S10.1 Subject to paragraphs S10.2 and S11.4, if all Mobilisation Milestones have not been Accepted on or before the Planned Supply Commencement Date the Contractor shall pay the Authority by way of Liquidated Damages the sum of eleven thousand two hundred pounds (£11,200) per Working Day (with any part Working Day counting as a full Working Day) for the Liquidated Damages Period.
- S10.2 Paragraph S10.1 shall not apply if the only Mobilisation Milestone which has not been Accepted on or before the Planned Supply Commencement Date is the "Online Ordering System: go-live readiness" Mobilisation Milestone and the Fall-Back Option is capable of being accessed and used by the Authority to order Products throughout the Contingency Period pursuant to paragraph S9.1, provided that the Contingency Period is not longer than twenty (20) Working Days. Subject to paragraph S11.4, if the Contingency Period is longer than twenty (20) Working Days, then the Contractor shall pay the Authority by way of Liquidated Damages the sum of seven thousand pounds (£7,000) per Working Day (with any part Working Day counting as a full Working Day) for the Liquidated Damages Period.
- S10.3 The Parties agree that each Liquidated Damages amount is a reasonable sum to protect the legitimate commercial interests of the Authority and is a genuine pre-estimate of the minimum loss which will be suffered by the Authority if Liquidated Damages are payable pursuant to:
- S10.3.1 paragraph S10.1 because the Contractor fails to Achieve all of the Mobilisation Milestones by the Planned Supply Commencement Date; or
 - S10.3.2 paragraph S10.2 because the Contingency Period is longer than twenty (20) Working Days,
- as applicable, each a "**Liquidated Damages Trigger Event**".
- S10.4 Liquidated Damages shall be the Authority's sole and exclusive financial remedy in respect of each Liquidated Damages Trigger Event, but only up to and including the date of expiry of the Liquidated Damages Period. Subject to paragraph S11.4, notwithstanding payment of

Liquidated Damages and without prejudice to the Authority's other rights or remedies, if a Liquidated Damages Trigger Event continues to subsist beyond the date of expiry of the relevant Liquidated Damages Period, the Authority may in its absolute discretion to do either of the following:

S10.4.1 issue an Intervention Notice pursuant to clause 40 (Remedial Adviser); or

S10.4.2 terminate this Agreement for Default pursuant to clause 42.1.2 (Termination for Contractor Default).

S10.5 The Contractor shall pay any Liquidated Damages payable pursuant to this paragraph S10 to the Authority in accordance with Schedule H (Pricing and Payment).

S11. AUTHORITY DELAY

S11.1 If the Authority fails or the Contractor reasonably believes that the Authority is likely to fail to perform an Authority Responsibility and such failure causes or is likely to cause a Delay, then the Contractor shall notify the Authority (providing appropriate supporting evidence where possible) of the failure or likely failure and the likely extent of the Delay as soon as practicable after becoming aware of such failure or likely failure. If the Authority (acting reasonably and in good faith) agrees that such Delay was caused by the Authority's failure to perform an Authority Responsibility then such Delay shall be an "**Authority Delay**" for the purposes of this Contract.

S11.2 The Parties shall discuss in good faith, agree and implement reasonable measures to mitigate the effect or likely effect of an Authority Delay on the completion of all Mobilisation Milestones by the Planned Supply Commencement Date.

S11.3 To the extent that an Authority Delay results in, or is in the Authority's opinion (acting reasonably and in good faith) likely to result in, a Delay to the Acceptance of:

S11.3.1 any Deliverable by its Due Date or any Mobilisation Milestone by its Mobilisation Date which does not impact the Acceptance of all Mobilisation Milestones by the Planned Supply Commencement Date, the Parties shall agree an appropriate change to the relevant Due Date or Milestone Date (as applicable) in accordance with the Document Change Control Procedure; or

S11.3.2 all Mobilisation Milestones by the Planned Supply Commencement Date, the Parties shall agree an appropriate change to the Planned Supply Commencement Date in accordance with the Change Control Procedure.

S11.4 The Contractor shall not be liable for:

S11.4.1 any Delay to the extent that the Delay is caused or contributed to by an Authority Delay; or

S11.4.2 any Liquidated Damages pursuant to either of paragraphs S10.1 or S10.2 and the Authority shall not have a right to terminate this Contract in accordance with paragraph S10.4 to the extent that the obligation to pay Liquidated Damages or the right to terminate this Contract in accordance with paragraph S10.4 arose because of such Authority Delay.

ANNEX 1 – MILESTONE AND DELIVERABLE MATRIX

REF	MILESTONE	DELIVERABLES / ACTIVITIES	ACCEPTANCE CRITERIA	DUE DATE	SCHEDULE REFERENCE
1.	Online Ordering System: agreed training plan	Delivery by the Contractor of a documented training plan for users of the Online Ordering System that has been discussed and agreed between the Parties	<p>Receipt of a documented training plan approved by the Authority</p> <p>Evidence is provided that the training plan was provided to the Authority in draft form and that a process of discussion and agreement took place between the Parties in order to finalise the final training plan</p> <p>Evidence is provided that the training plan meets the minimum requirements in Part 1 of Appendix G to Schedule G</p>	3 months prior to Planned Supply Commencement Date	Schedule G – Specification Appendix G – Ordering System
2.	Online Ordering System: training delivery complete	<p>Confirmation by the Contractor that that all authorised 'day 1' users of the Online Ordering System have completed the relevant training plan</p> <p>Confirmation by the Contractor that that all authorised 'day 1' users of the Online Ordering System have received detailed written guidance on using the system, in the form of a user's manual or similar document</p>	<p>Evidence is provided of the completion of the training plan by all authorised 'day 1' users of the Online Ordering System, such as a attendance logs / completion records</p> <p>Authorised 'day 1' users of the Online Ordering System confirm receipt of written guidance on the use of the system</p> <p>Evidence is provided that the written guidance provided is sufficiently clear and detailed</p>	1 month prior to Planned Supply Commencement Date	Schedule G – Specification Appendix G – Ordering System
3.	Online Ordering System: go-live readiness	<p>Confirmation by the Contractor that the Online Ordering System meets all of the Authority's requirements for the 'live' system, including compliance with:</p> <ul style="list-style-type: none"> Part 1 of Appendix G to Schedule G (Specification) and its associated annexes; and paragraph G3.3 of Schedule G, in relation to the setting up of account codes. <p>Confirmation by the Contractor that it has a</p>	<p>The Authority has been given a comprehensive demonstration of the Online Ordering System, including the opportunity to test all aspects of functionality of the system</p> <p>Evidence is provided of robust project planning having been carried out and executed by the Contractor in order to ensure the readiness of the Online Ordering System in accordance with the Authority's requirements</p> <p>Details of account codes</p>	1 month prior to Planned Supply Commencement Date	Schedule G – Specification G2. Catalogue Production and Maintenance G3. Ordering Appendix G – Ordering System

REF	MILESTONE	DELIVERABLES / ACTIVITIES	ACCEPTANCE CRITERIA	DUE DATE	SCHEDULE REFERENCE
		<p>clear escalation process in place for the resolution of system issues</p> <p>Confirmation by the Contractor that the 'day 1' Catalogue has been uploaded and can be accessed via the Online Ordering System</p> <p>Confirmation by the Contractor that all authorised 'day 1' users of the Online Ordering System can access the system (note: other than in respect of the pilot sites referred to under milestone no.13, the Contractor is not required to process Orders placed by users prior to the Supply Commencement Date)</p>	<p>set up by the Contractor have been provided to the Authority</p> <p>Details of the Contractor's escalation process have been provided to the Authority, which has verified that the process is sufficiently detailed and robust</p> <p>Testing has been carried out to verify the ability of authorised 'day 1' users to log in to the Online Ordering System</p> <p>Testing has been carried out to verify the accessibility of the Catalogue on the Online Ordering System</p>		
4.	Readiness to commence deliveries	<p>Confirmation by the Contractor of its readiness to commence carrying out deliveries from the Supply Commencement Date in accordance with the Delivery Schedule</p> <p>Delivery of the Depot List by the Contractor to the Authority</p>	<p>Key aspects of Contractor's Delivery Model have been attached to the Contract</p> <p>A full 'day 1' list of Contractor's depot locations to be used in the delivery of the Contract has been received by the Authority</p> <p>A Contractor depot name has been assigned to each Site in the Site Details</p> <p>Named contact points in relation to each Site and depot have been provided</p> <p>Evidence is provided of the Document Change Control Procedure having been undertaken in respect of any changes to the Delivery Schedule</p> <p>Evidence is provided of Site visits having been undertaken by Contractor, including to Packing Stations</p> <p>Evidence is provided of plans to overcome any delivery constraints e.g. physical constraints at Sites</p> <p>Evidence is provided of confirmation from Sites that the Contractor's ability to comply with the Delivery Schedule has been discussed/agreed</p>	1 month prior to Planned Supply Commencement Date	<p>Schedule G – Specification</p> <p>G4. Deliveries</p> <p>Appendix D – Site Details, Delivery Points, Delivery Schedule and Percentage of Spend per Site</p> <p>Appendix H – Transport Managers and Delivery Drivers Handbook</p> <p>Appendix L – Delivery Model</p>

REF	MILESTONE	DELIVERABLES / ACTIVITIES	ACCEPTANCE CRITERIA	DUE DATE	SCHEDULE REFERENCE
5.	Agreed Service Error Recovery Process	Delivery by the Contractor of a documented Service Error Recovery Process that has been discussed and agreed between the Parties	<p>Receipt of a documented process approved by the Authority</p> <p>Evidence is provided that the Service Error Recovery Process was provided in draft form and that a process of discussion and agreement took place between the Parties in relation to the final Service Error Recovery Process</p> <p>Evidence is provided that the Service Error Recovery Process meets the minimum requirements in Schedule G paragraph 4.16</p>	1 month prior to Planned Supply Commencement Date	<p>Schedule G – Specification</p> <p>G4. Deliveries</p>
6.	Agreed Customer Complaints Procedure	Delivery by the Contractor of a documented Customer Complaints Procedure that has been discussed and agreed between the Parties	<p>Receipt of a documented procedure approved by the Authority</p> <p>Evidence is provided that the Customer Complaints Procedure was provided to the Authority in draft form and that a process of discussion and agreement took place between the Parties in relation to the final Customer Complaints Procedure</p> <p>Evidence is provided that the Customer Complaints Procedure meets a robust standard of complaint recording, investigation and management information feedback on each complaint raised</p>	3 weeks prior to Planned Supply Commencement Date	<p>Schedule G – Specification</p> <p>G8. Customer Services</p>
7.	Readiness of Delivery Drivers	<p>Delivery of a list of the Contractor's Delivery Drivers by the Contractor to the Authority</p> <p>Confirmation by the Contractor that that vetting of the Delivery Drivers has been completed in accordance with the Specification</p> <p>Confirmation by the Contractor that that training of the Delivery Drivers has been completed in accordance with the Specification</p>	<p>A full 'day 1' list of the Delivery Drivers that will carry out deliveries for the Contractor has been received by the Authority</p> <p>Evidence is provided of the Contractor's Delivery Driver vetting procedure and such procedure is in accordance with Good Industry Practice</p> <p>Evidence is provided of the Contractor's Delivery Driver training procedure such as a training course outline which covers all aspects of the Delivery Driver's</p>	1 month prior to Planned Supply Commencement Date	<p>Schedule G – Specification</p> <p>G4. Deliveries</p> <p>Appendix H – Transport Managers and Delivery Drivers Handbook</p>

REF	MILESTONE	DELIVERABLES / ACTIVITIES	ACCEPTANCE CRITERIA	DUE DATE	SCHEDULE REFERENCE
			Handbook Evidence is provided of the completion of the Contractor's Delivery Driver training procedure by Delivery Drivers, such as a attendance logs / completion records		
8.	Nomination of halal slaughterhouses	Delivery of a list of slaughterhouses from which the Contractor intends to source halal meat and poultry	A full list of the slaughterhouses from which the Contractor intends to source halal meat and poultry has been received by the Authority	Within 1 month after Commencement Date	Schedule G – Specification G11. Supply of religious / culturally-specific foods
9.	Readiness to supply halal Products	Confirmation by the Contractor that a list of Approved Halal Slaughterhouses has been achieved which is sufficient to enable the Contractor to meet the Authority's requirements	A full 'day 1' list of Approved Halal Slaughterhouses has been received by the Authority Evidence is provided of the approval process having been undertaken in respect of each Approved Halal Slaughterhouse (subject to this being required by the Authority, noting that such approval is provided by the NOMS Muslim Advisor) Evidence is provided of the appointment of a Halal Certifier in respect of each Halal Slaughterhouse (subject to this being required by the Authority, noting that such appointment is made by the Authority)	2 months prior to Planned Supply Commencement Date	Schedule G – Specification G11. Supply of religious / culturally-specific foods Appendix E – Authority's Halal Standard
10.	Agreed Sustainability Plan	Delivery by the Contractor of a documented Sustainability Plan that has been discussed and agreed between the Parties	The Sustainability Plan provided with the Contractor's Tender Response has been attached to the Contract A version of the Sustainability Plan has been approved by the Authority which contains any amendments as have been agreed between the Parties Evidence is provided that a process of discussion and agreement took place between the Parties in relation to the final Sustainability Plan	2 months prior to Planned Supply Commencement Date	Schedule G – Specification G15. Waste Management and Sustainability Appendix K – Sustainability Plan
11.	Completion of Product testing	Confirmation that all necessary Commodity Appraisal Panel testing	Evidence is provided that, in respect of any Products which failed	3 months prior to Planned Supply Commencement	Schedule G – Specification

REF	MILESTONE	DELIVERABLES / ACTIVITIES	ACCEPTANCE CRITERIA	DUE DATE	SCHEDULE REFERENCE
		has been completed in respect of the Products to be made available by the Contractor	testing prior to the Commencement Date, replacement Products have been proposed and approved by the Commodity Appraisal Panel Evidence is provided that any new Products which have been introduced by the Contractor following the Commencement Date have been approved by the Commodity Appraisal Panel	Date	G1. Supply of goods G6. Commodity Appraisal Panel Appendix A – Product Range Appendix B – Quality Standards Appendix C – Technical Specifications Schedule O – Governance
12.	Catalogue readiness	Delivery by the Contractor of the Catalogue in Excel format in accordance with the Specification and in particular paragraphs G2.1 and G2.2	A full 'day 1' Catalogue has been received by the Authority which: <ul style="list-style-type: none"> contains all Products listed in the Product Range; in respect of each Product, contains all of the information listed in paragraph G2.2; and is in Excel format 	2 months prior to Planned Supply Commencement Date	Schedule G – Specification G2. Catalogue Production and Maintenance Appendix A – Product Range
13.	Completion of Pilot	Completion of pilot programme at two Sites selected by the Authority, involving placement of Orders and fulfilment of deliveries by the Contractor	The Contractor completes the delivery of Orders placed by the Authority in respect of the two pilot Sites in accordance with all of its obligations under the Contract	To commence 2 weeks prior to Planned Supply Commencement Date and be completed on the Planned Supply Commencement Date	Schedule G – Specification G3. Ordering Appendix G – Ordering System Schedule S – Mobilisation S7.5. Mobilisation Requirements
14.	Readiness of fleet vehicles	Confirmation by the Contractor of the readiness of its fleet vehicles to meet its requirements under the Contract	Receipt of the Fleet Register Receipt of a log of proposed vehicles (by reference to the Fleet Register) to be used in relation to each Site, including sufficient contingency planning for unavailable vehicles Evidence is provided that vehicles are fully equipped (including with mechanical handling equipment and delivery media such as cages and pallets) and fit for purpose in line with the Authority's requirements Evidence is provided of the maintenance regime	1 month prior to Planned Supply Commencement Date	Schedule G – Specification G4. Deliveries G10. Quality Standards and Assurance Processes and Procedures Appendix H – Transport Managers and Delivery Drivers Handbook

REF	MILESTONE	DELIVERABLES / ACTIVITIES	ACCEPTANCE CRITERIA	DUE DATE	SCHEDULE REFERENCE
			that the Contractor will undertake in respect of the vehicles in the Fleet Register		
15.	Details of Supply Chain	<p>Delivery by the Contractor of a list in Excel format of all Suppliers in the Contractor's supply chain for the purpose of the Contract</p> <p>List should include:</p> <ul style="list-style-type: none"> • organisation name • role of Supplier (e.g. supply of Products / logistics / other support services) • Products supplied (if relevant) • location of Supplier • origin of Products (if relevant)) 	Receipt of Supplier list containing all relevant information (as listed opposite) to be provided to the Authority	1 month prior to Planned Supply Commencement Date	Schedule G – Specification Appendix J – Key Subcontractors
16.	Contractor Communication Plan	Provision of a detailed communication plan and welcome pack for prisons	<p>Evidence is provided that the Contractor has discussed and agreed the content of the communications plan and welcome pack with the Authority</p> <p>Receipt of the detailed communication plan and welcome pack by the Authority</p>	3 weeks prior to Planned Supply Commencement Date	N/A - required as part of the ITT Questionnaire Responses
17.	Agreed BCDR Plan	Delivery by the Contractor of a documented BCDR Plan that has been discussed and agreed between the Parties	<p>The BCDR Plan provided with the Contractor's Tender Response has been attached to the Contract</p> <p>A version of the BCDR Plan has been approved by the Authority which contains any amendments as have been agreed between the Parties</p> <p>Evidence is provided that a process of discussion and agreement took place between the Parties in relation to the final BCDR Plan</p>	1 month prior to Planned Supply Commencement Date	Schedule Q – Business Continuity and Disaster Recovery

ANNEX 2

OUTLINE MOBILISATION PLAN

REDACTED

ANNEX 3

FLEET REGISTER

Depot	Vehicles
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REDACTED

ANNEX 4

ACCEPTANCE CERTIFICATE

Deliverable or Mobilisation Milestone	Acceptance Certificate Author	Date
[Enter Deliverable or Mobilisation Milestone name here]	Enter Here	Enter Date Here

This is to certify that the following Deliverable and/or Mobilisation Milestone has been Accepted and that the relevant Test(s) set out in the Test Plan have been successfully carried out and witnessed by the Authority:

Deliverable Accepted (if applicable, or if not, enter "Not applicable"):

Enter Deliverable description here

Mobilisation Milestone Accepted or Mobilisation Milestone to which the Accepted Deliverable relates (as applicable):

Enter Milestone Description here

Test description

Enter Test Description here

Signed by:

Date

SCHEDULE U: AUDIT

U1. CONTRACTOR RESPONSIBILITY

- U1.1 The Contractor shall comply and shall procure that each Supplier shall comply with the obligations of the Contractor under this Schedule and provide all further reasonable assistance to enable each Authority Audit Agent to exercise the Authority's rights pursuant to this Schedule.
- U1.2 The Contractor shall (and to the extent required shall procure that each Supplier shall) implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's supply of Products and performance of the Services against the applicable Key Performance Indicators at a level of detail sufficient to verify compliance with the Key Performance Indicators.

U2. AUDIT RIGHTS

- U2.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Contract Period and for a period of 18 months thereafter, to assess compliance by the Contractor and/or its Suppliers with the Contractor's obligations under this Contract, including for the following purposes:

- U2.1.1 to inspect or test the Products, including both Products which are complete or in the process of manufacture, during normal business hours (for the location where the audit is being conducted) to ensure they comply with the requirements of this Contract, (including relevant Standards, the Quality Standards and the Technical Specifications) and applicable Law;
- U2.1.2 to inspect any Supply Locations to ensure they comply with the requirements of this Contract (including relevant Standards, the Quality Standards and the Technical Specifications) and applicable Law;
- U2.1.3 to inspect any Equipment to ensure it complies with the requirements of this Contract, relevant Standards and applicable Law;
- U2.1.4 for conducting any audit permitted or required by the Technical Specifications;
- U2.1.5 to review records regarding all stages of procurement, processing, packaging, handling, storage and/or distribution of Products (as applicable for the Product);
- U2.1.6 to verify the accuracy and completeness of any Management Information relating to this Contract (including operational and financial information);
- U2.1.7 to verify the accuracy of the Unit Prices and any other amounts payable by the Authority pursuant to Schedule H (Pricing and Payment) (and proposed or actual variations to such Unit Prices and payments);
- U2.1.8 to verify the Contractor's and each Supplier's compliance with this Contract and applicable Law;
- U2.1.9 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or an actual or potential breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Contractor and/or its Suppliers of the purpose or objective of its investigations;
- U2.1.10 to identify or investigate any circumstances which may impact upon the financial stability of the Contractor and/or any Suppliers or their ability to perform their obligations under this Contract;

- U2.1.11 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- U2.1.12 to review any books of account and the internal contract management accounts kept by the Contractor and/or its Suppliers in connection with this Contract;
- U2.1.13 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- U2.1.14 to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- U2.1.15 to review any relevant performance reports and/or other records relating to the supply of Products and/or the Contractor's (and/or its Suppliers') performance of the Services, including to verify that these reflect the Contractor's and/or its Suppliers' own internal reports and records;
- U2.1.16 to inspect the IT environment (or any part of it) used to provide the Online Ordering System or the Fall-Back Option (as applicable) and the wider service delivery environment (or any part of it);
- U2.1.17 to review the accuracy and completeness of the Fleet Register;
- U2.1.18 to review any information relating to Testing;
- U2.1.19 to review the Contractor's and/or its Suppliers' quality management systems (including all relevant quality plans and any quality manuals and procedures);
- U2.1.20 to review the Contractor's and/or its Suppliers' compliance with the Standards, the Quality Standards and the Technical Specifications;
- U2.1.21 to inspect any IP Materials in the Contractor's and/or its Suppliers' possession or control; and/or
- U2.1.22 to review the integrity, confidentiality and security of the Authority Data.
- U2.2 Subject to paragraph U2.3, the Authority may not conduct an audit of the Contractor or of the same Supplier for the same purpose more than twice in any Contract Year unless a previous audit revealed any non-compliance with this Contract by the Contractor or that Supplier.
- U2.3 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor and/or any of the Suppliers for the purposes of and pursuant to applicable Law, or where an audit is imposed on the Authority by a Regulatory Body or where the Authority has reasonable grounds for believing that the Contractor (or any Supplier) has not complied with its obligations under this Contract.

U3. NOTICE REQUIREMENTS AND THE SUPPLIER AUDIT TIMETABLE

- U3.1 The Authority shall endeavour to (but is not obliged to) provide the Contractor or any Supplier it wishes to audit with at least ten (10) Working Days' notice of its intention to conduct an audit.
- U3.2 Within twenty (20) Working Days of the commencement of each Contract Year, the Contractor shall provide the Authority with its proposed timetable for conducting its own audits of Suppliers during that Contract Year ("**Proposed Supplier Audit Timetable**").
- U3.3 The Authority may require amendments to the Proposed Supplier Audit Timetable to the extent required to enable both Parties to audit a given Supplier simultaneously where both Parties plan

to audit that Supplier within the same Contract Year. The Authority shall notify the Contractor within four (4) Working Days whether it approves the Proposed Supplier Audit Timetable or requires reasonable amendments to the Proposed Supplier Audit Timetable so that both Parties can audit a given Supplier simultaneously.

- U3.4 If the Authority notifies the Contractor that it requires amendments to the Proposed Supplier Audit Timetable, the Contractor shall make such amendments and provide the amended Proposed Supplier Audit Timetable to the Authority within three (3) Working Days of the Authority's notice.
- U3.5 The version of the Proposed Supplier Audit Timetable approved by the Authority pursuant to paragraph U3.3 or the version of the Proposed Supplier Audit Timetable amended by the Contractor and provided to the Authority pursuant to paragraph U3.4 shall be the **"Supplier Audit Timetable"**.
- U3.6 The Parties shall conduct audits of Suppliers listed in the Supplier Audit Timetable in accordance with the Supplier Audit Timetable, provided that this paragraph U3 applies without prejudice to the Authority's rights under this Schedule and shall not prevent either Party from conducting audits of Suppliers which were not scheduled to be audited pursuant to the Supplier Audit Timetable.

U4. CONDUCT OF AUDITS

- U4.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor or Supplier (as applicable) that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or Supplier (as applicable) or delay the supply of Products or the provision of the Services.
- U4.2 Subject to the Authority's obligations of confidentiality, the Contractor shall (and shall procure that its Suppliers shall) on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance in relation to each audit, including:
 - U4.2.1 all information (written or oral) requested by the Authority within the permitted scope of the audit;
 - U4.2.2 hard and (if available) soft copies of all records and/or documentation relating to the supply of Products, the Services or this Contract (including all books of account and financial records), including records of all stages of procurement, storage and delivery of Products;
 - U4.2.3 reasonable access to any Supply Locations and to any Equipment used (whether exclusively or non-exclusively) in the supply of Products or the performance of the Services;
 - U4.2.4 access to all of the Equipment in the possession or control of the Contractor and/or any Supplier that relates to the supply of Products, the performance of the Services and/or this Contract;
 - U4.2.5 access to the Online Ordering System; and
 - U4.2.6 access to Contractor's Personnel (including any Supplier's personnel).
- U4.3 The Audit Agents shall have the right to obtain and use all items referred to in paragraph U4.2 above in the manner determined by the Authority, including in respect of any documents, by copying, reformatting or reconfiguring any information or data or using forensic imaging and forensic data capturing and processing technologies.

U4.4 The Contractor shall ensure that any information or data transferred to the Authority or an Audit Agent in accordance with this Schedule shall be encrypted as reasonably required by the Authority.

U4.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Schedule, unless the audit identifies a material Default by the Contractor and/or any Supplier in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

U5. CONTRACTOR AUDITS

U5.1 As an alternative to the Authority's right pursuant to paragraph U2.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Contractor's own internal audit function for any of the purposes set out in paragraph U2.1

U5.2 Following the receipt of a request from the Authority under paragraph U5.1 above, the Contractor shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:

U5.2.1 the resultant audit reports; and

U5.2.2 all relevant members of the Contractor's internal audit team for the purpose of understanding such audit reports.

U6. RESPONSE TO AUDITS

U6.1 If an audit undertaken pursuant to paragraphs U2 or U5 identifies that:

U6.1.1 the Contractor has committed a Default (including due to any act or omission of a Supplier which would be a Default if committed by the Contractor), the Authority may (without prejudice to any rights and remedies the Authority may have):

- (a) require the Contractor to correct (or procure that a Supplier correct, as applicable) such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;
- (b) exercise any other rights it may have under this Contract or at Law arising from such Default (including any termination rights pursuant to clause 42), which it may exercise against the Contractor; and/or
- (c) require the Contractor to terminate its contract with a Supplier where the audit identifies the occurrence of an act or omission of that Supplier which would be a Default entitling the Authority to exercise a termination right against the Contractor if committed by the Contractor.

U6.1.2 the Authority has overpaid the Contractor, the Contractor shall pay to the Authority in accordance with Schedule H (Pricing and Payment):

- (a) the amount overpaid;
- (b) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Contractor; and
- (c) the reasonable costs incurred by the Authority in undertaking the audit; or

U6.1.3 the Authority has underpaid the Contractor, the Authority shall pay the amount underpaid to the Contractor and shall retain the option at its sole discretion to determine the method of repayment. The Contractor shall not be entitled to increase the Unit Prices paid or payable by the Authority.

U7. EFFECT OF AUDIT

U7.1 The exercise of the Authority Audit Rights and any associated reports and courses of action arising from the exercise of the Authority Audit Rights shall not prejudice or constitute a waiver or exclusion of any:

U7.1.1 obligation or liability of the Contractor; and/or

U7.1.2 right or remedy of the Authority,

under or in relation to this Contract.